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IN THE FOREIGN DEPARTMENT	

VOL. I

CONTAINING

THE TREATIES, &c., RELATING TO THE
UNITED PROVINCES, OUDH, BENGAL, AND
THE CENTRAL PROVINCES

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

UNITED PROVINCES OF AGRA AND OUDH.

I.—RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. The son of the first of these, Daud Khan, achieved some distinction in the earlier part of the eighteenth century. But the rise of the family is owing mainly to his son, Ali Muhammad Khan, who was adopted by Daud Khan. Ali Muhammad by his successes on his father's death collected many Afghan adventurers, and for his services against the Bara Saiyids he received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi, and by his representations induced the King of Delhi, Muhammad Shah, to take the field against the Rohilla Chief. Ali Muhammad was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind, but taking advantage of the confusion in the first months of the Emperor's reign, consequent on the invasion of Ahmad Shah Abdali, he passed into Rohilkhand and made good his supremacy over the province. In the next reign he obtained a confirmation of this territory from the son of Muhammad Shah.

Previous to his death, he made a disposition in favour of his six sons, and till the return from captivity of his two elder sons (who had been seized by Ahmad Shah) and the majority of his other sons, he entrusted his territory to the guardianship of Hafiz Rahmat Khan, the brother, and Dudi Khan, the cousin, of Daud Khan. Not long after his death the two sons were released. The final arrangement made by the guardians was to place Faizulla in a jagir comprising Rampur Katra, estimated to be worth six lakhs per annum.

When the Marathas had in 1771 placed Shah Alam on the throne of Delhi, they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Rohillas temporized with them, and meanwhile proposed an alliance with the Nawab of Oudh. In 1772 an alliance offensive and defensive (No. I) was concluded, by which the Rohillas agreed to pay to the Nawab forty lakhs of rupees, on condition of his expelling the Marathas.

After the Marathas had extorted from the Emperor the grant of the districts of Allahabad and Kora, the Nawab became thoroughly alarmed and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab procured the promise of troops to assist him in his designs against the Rohillas, who were unable to resist the Marathas and who had failed in their pecuniary obligations. The Wazir also made a treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition, and receive a share of the conquered territory.

The Rohillas, who resisted the invasion of their country, were defeated after a most gallant struggle, in which Hafiz Rahmat was slain. Faizulla Khan withdrew with the remains of the Rohilla army to the hills, and after some negotiations and petty skirmishes, an Agreement (No. II), known as the Treaty of Lal Dhang, was made between him and the Nawab in 1774 under the British guarantee, by which he was secured in the State of Rampur, on condition of military service to the Wazir. In 1783 the obligation of service was commuted (No. III) under the guarantee of the British Government to a cash payment of Rs. 15,00,000.

On the death of Faizulla Khan, disturbances broke out in the family. Muhammad Ali Khan, the eldest son, was murdered by his brother, Ghulam Muhammad Khan, who usurped the jagir. As the State was held under British guarantee, the aid of British troops was given to the Nawab of Oudh in ejecting the usurper and installing Ahmad Ali Khan, the son of Muhammad Ali Khan. A preliminary Agreement (No. IV) was executed in 1794 between the British Government, the Nawab, and the Rohilla tribe, after which in the same year Ahmad Ali Khan was restored by Treaty (No. V) under British guarantee to a portion of the State, the rest being annexed to Rohilkhand.

On the cession of Rohilkhand to the British Government in 1801, the family were continued in their possessions.

Ahmad Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir, Muhammad Saïd Khan, the eldest son of Ghulam Muhammad Khan, was put in possession of the State. An Engagement (No. VI) was taken from him in 1840 that he would govern his State rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No. VII) was taken in 1855 from Muhammad Yusuf Ali Khan, the eldest son and successor of Muhammad Saïd Khan.

For his services during the rebellion of 1857, Muhammad Yusuf Ali Khan received in 1860 a grant of land (No VIII), yielding Rs. 1,28,527-4-0. It was at first proposed to cede the pargana of Kasipur, but for greater compactness villages on the Moradabad and Bareilly frontier were afterwards substituted. An error occurred in the allotment of a portion of this land, owing to the similarity in the name of some villages situated respectively within British and Rampur limits, but this was subsequently (in 1854) rectified by an Agreement (No. IX). In terms of the grant, dated the 7th November 1864, these villages were assigned in full sovereignty "with only this stipulation that existing rightful tenures were to be respected."

In 1864 the Nawab ceded to the British Government in full sovereignty the land required for the railway to be constructed through his jagir, and also agreed to exempt from duty all traffic passing through his territory (Nos. X and XI). In 1891 the Darbar agreed to contribute a loan of Rs. 47,00,000 towards the construction of a standard gauge line from Bareilly, *via* Rampur, to Moradabad, giving the land required free of cost, and ceding to the British Government full jurisdiction within the limits of the railway.

Muhammad Yusuf Ali Khan was created a Knight of the Order of the Star of India, and was in 1862 assured by Sanad (No. XII) that on failure of natural heirs, any succession to the administration of his State, which might be legitimate according to Muhammadan law would be upheld. He died in April 1865, and was succeeded by his eldest son, Muhammad Kalb Ali Khan, who entered into an Agreement (No. XIII) similar to that taken from his father in 1855 (No. VII).

Muhammad Kalb Ali Khan was created a Knight Grand Commander of the Order of the Star of India in 1875, and a Companion of the Indian Empire in 1878. At the Delhi Darbar of 1877, he received the title of Councillor of the Empress of India, and was granted a personal salute of 15 guns for life, his ordinary salute being 13 guns.

Muhammad Kalb Ali Khan died on the 23rd March 1887, and was succeeded by his son, Muhammad Mushtak Ali Khan, who had been previously, in 1884, acknowledged by the Government as heir-apparent. He entered into an Agreement (No. XIV) similar to that taken from Muhammad Kalb Ali Khan in 1865 (No. XIII). Owing to his weak health, and consequent inability to give the requisite personal attention to the administration, the Government appointed a Council of State consisting of a Vice-President and two Members, with the Nawab himself as President, to conduct the administration.

On Muhammad Mushtak Ali Khan's death on the 25th February 1889, the right of succession of his eldest son and duly recognized heir, Muhammad Hamid Ali Khan, a youth of 14, was declared on the 27th of the same month. The Council of State, with the same Vice-President and Members, was constituted a Council of Regency, with more closely defined powers, and with Sahibzada Safdar Ali Khan, half-brother of the late Nawab Muhammad Yusuf Ali Khan, as President to administer the State during the minority of Muhammad Hamid Ali Khan. General Azim-ud-din Khan was appointed Vice-President of the Council of Regency. He was murdered in April 1891; and the President, Sahibzada Safdar Ali Khan, having resigned in the following July, Major Vincent of the Central India Horse was appointed to be President, and to discharge also the duties of Vice-President.

The young Chief's training was entrusted to Captain Colvin as his governor, and Mr. H. O. Budden as his tutor. In order to complete his education the Nawab went on a tour round the world, and while in England was presented to Her late Majesty Queen Victoria. On the 4th April 1894 Muhammad Hamid Ali Khan was installed as Nawab, the Council of Regency being replaced by an Administrative Council. On the 1st June 1896 the Nawab was invested with full powers, and the Administrative Council was abolished, the Nawab entering into the usual agreement with the British Government (No. XV). On the 22nd June 1897 Muhammad Hamid Ali Khan was appointed an Honorary Major in the 9th Hodson's Horse.

In 1899 an Agreement (No. XVI) was concluded for the effective control and discipline of the Rampur Imperial Service Troops when serving beyond the State frontiers.

NO. I.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA, and the ROHILLA SIRDARS, reciprocally interchanged,—*13th June 1772.*

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabitah Khan, and all the other Rohilla Sardars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country; and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sardars and the Vizier of the Empire, shall use our joint endeavours to oppose him; we also, all the Rohilla Sardars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahomed Zabitah Khan. We, both parties swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awul, 1186 Hegira, or 13th June 1772.

(Sd.) WILLIAM DAVY,
Persian Interpreter.

TRANSLATION of the AGREEMENT given by HAFFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sardars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sardars, after the aforesaid business, do agree to pay the sum of 40 lakhs of rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes.

TREATY, under the Hands and Seals of FYZOOLLAH KHAN and
COLONEL CHAMPION,—*October 1774.*

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces: that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them.

Seal
of Colonel
Champion.

Rajab 1188.*

Seal
of Fyzollah
Khan.

NO. III.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER
to the NABOB FYZOOLLAH KHAN,—*17th February 1783.*

Company's
Seal.

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier, Ausuf-ul-Dowla, with the Nabob Fyzollah Khan, one Article contained in those Treaties was, that the Nabob Fyzollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This

(Sd.) J. P. AURIOL,
Secretary.

* October 1774.

Fyzoollah Khan has through me requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lakhs of rupees in the following manner: five lakhs to be paid immediately, five lakhs in the Khereeef, and two lakhs in the Rubby of the year 1191 Fussellee; and the remaining three lakhs in the beginning of the Khereeef of the Fussellee year 1192. His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties, from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the Articles remaining in full force. I, who am deputed on the part of His Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it, the gentlemen with him, on the part of the gentlemen of the Council, shall remonstrate against his demands, provided the Nabob Fyzoollah Khan complies with all the Articles contained in the Treaty between His Excellency and him, excepting that Article by which he is to supply a force, and that the Nabob Fyzoollah Khan do not encourage or protect the farmers of the Nabob's country in his own country. His Excellency the Vizier will, on his part, comply with the Articles of the former Treaty, and the Officers of his Government will not protect or encourage any of Fyzoollah Khan's farmers in their districts. I agree to have the Treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force, and the paper of guarantee from the gentlemen of the Council, wrote and sent to the Nabob Fyzoollah Khan.

Dated the 14th of Rubby-ul-Awul, 1197 Hegira, or 17th of the month of February, English 1783.

Agreed in Council at Fort William, 30th June 1783.

(Sd.) WARREN HASTINGS.

„ EDWARD WHELER.

„ JOHN MACPHERSON.

„ JOHN STUBBS.

(A true translation.)

(Sd.) ROBERT GREGORY,

Assistant to the Resident, at the Vizier's Court.

Asuf Jah Behauder and of the English Company shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper.

Done at Puttaghat, in the English Camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira.

(The seal of the Nabob Vizier-ul-Momalik Ausuf-ul-Dowla Asuf Jah Yeheha Khan Behauder, Huzzubber Jung.)

L. S.

(The seal of Mr. George Frederick Cherry, on the part of the English Company, as guarantee to the above Articles.)

L. S.

(The seal of Nussur Ulla Khan.)

L. S.

NO. V.

ENGAGEMENT of GUARANTEE by the HON'BLE the ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN NABOB ASUF-UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER,—*13th December 1794.*

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Hon'ble the English East India Company, and of the Nabob Nussur Ulla Khan Behauder on the part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Hon'ble Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles :

ARTICLE I.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared by the second Article of the said preliminary Engagement that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, the Hon'ble the English East India

Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-el-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the Jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure or the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum of three lakhs and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzer-anah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zabtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement of

Guarantee shall remain in full force, and no new Engagement of Guarantee shall be necessary ; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany, 1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

ARTICLE 7.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts ; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts ; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry ; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December 1794.

(Sd.) G. F. CHERRY,
Resident.

Ratified at Fort William, under the signature of the Hon'ble Sir John Shore, Baronet, Governor-General, and the seal of the Hon'ble the English East India Company, this 6th day of March 1795.

(Sd.) J. SHORE.

TRANSLATION of the KABOOLEAT or ENGAGEMENT entered into by the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER,—
30th December 1794.

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian Era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghire-dar, to the following Articles :

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to anyone of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid) I shall die or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, wherof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December 1794.

(A true translation.)

(Sd.) G. F. CHERRY,

Resident.

TRANSLATION of the DEED of ACKNOWLEDGMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY,—
30th December 1794.

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira,

bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me for the full performance of the conditions contained in an Engagement or Kaboolat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud, bearing my seal, and dated the 17th Jemmadie-ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee.

Done at Bareilly, the 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true translation.)

(Sd.) G. F. CHERRY,

Resident.

TRANSLATION of the WAJIB-UL ARZ delivered by NUSSUR-ULLA-KHAN, with the answers written to each question.

Received 30th December 1794.

Question 1.

Answer 1:

The family of Golam Mahomed Khan will reside, for the present, in the house at Rampur; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begam.

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts, and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob ; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

Question 3.

Let those portions of land, the property of the Afghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

Answer 3.

This rests with the jaghiredar in the mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Din and the Mahrattas molest him, and do not permit him to return ; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects.

Question 6

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah

Answer 6.

Whatever are situated in and belong to the mehals of the jaghire,

Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

are released by His Excellency's Sunnud.

Question 7.

Answer 7.

There are several places, lands, and chunks of villages, purchased by Sunnoo Khan, Golam Ally-ud-Deen Khan, &c., and other Afghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire.

Question 8.

Answer 8.

I hope an order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire."

In this respect, whatever was the custom during the time of Fyzoolah Khan, will now be adhered to.

Question 9.

Answer 9.

Let the duties receivable on the merchandize of the Afghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

Question 10.

Answer 10.

During the time of Fyzoollah Khan, the concerns Dad-o-situd of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

The former custom in this respect is continued.

*Question I.I.**Answer I.I.*

The village Sahebgunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.

If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December 1794, or 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true copy and translation.)

(Sd.) G. F. CHERRY,

Resident.

No. VI.

TRANSLATION of the AGREEMENT entered into by NAWAB MOHUMUD SYEED KHAN,—*21st August 1840.*

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahmed Ally Khan, on whom I settle the following allowances separately:—

On the daughter of the late Nawab	Co.'s Rs. 1,000 per mensem.
On Sahib Mihil	400 „
On Momtaj Mihil	400 „
On Chumdrani	300 „
On Dhenree Bala Khaneh	300 „
On the Dharee Khand	300 „
On the mother of Saeed Ally Khan, a deceased son of the late Nawab	200 „
On the mother of the daughter of the late Nawab „	300
On Kulloo Khanum	60 „
On Methoo Khanum	50

On Mud Muttee Co.'s Rs. 50 per-mensem,

On four women singers „ 50 „

(Sd.) BY THE NAWAB SYEED MOHUMUD K

(A true translation.)

COMMISSIONER'S OFFICE;
ROHILCUND DIVISION,
RAMPORE,
21st August 1840.

}

(Sd.) FRANCIS ROBINS
Officiating

No. VII.

TRANSLATION of AGREEMENT entered into by NAWAB M
MED YOOSUF ALEE KHAN,—*10th April 1855.*

Since I have been appointed by sanction of the Honourable the
nant-Governor, North-Western Provinces, successor to Nawab M
Syeed Khan in the jaghire of Rampore, I hereby agree and attest
seal that I will administer the affairs of the jaghire with justice and
that I will govern the Puthans with consideration; that I will con
the stipends sanctioned from the time of the Nawab Ahmed Ali K
entered in previous Agreements; and that I will provide for the
maintenance of all the family and dependants of my deceased father,
Mohumud Syeed Khan.

AGENCY DEPARTMENT;
COMMISSIONER'S OFFICE,
ROHILCUND DIVISION,
BAREILLY,
The 10th April 1855.

}

(Sd.) R. ALEXAND
Agent, Lieutenant-Go

No. VIII.

TRANSLATION of a SUNNUD for certain villages granted
VICEROY and GOVERNOR-GENERAL to the NAWAB o
PORE—*dated 23rd June 1860.*

Whereas Furzund Dil Pizeer* Nawab Mohumud Yoosuf A
Bahadoor, Nawab of Rampore, exhibited, from the commencement

* This title was altered in 1873 to Furzund-i-dil-puzeer-i-Dowlut Inglishia.

rebellion to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rs. 1,28,527-4-0, in perpetuity from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

List of Villages situated in Bareilly.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.
				Rs. a. p.
1	Chowmehla .	Pipureea, 2 puttees .	Moonshee Madho Singh and Doree Loll.	286 0 0
2	" .	Bheekhumpoor .	Horee Loll . . .	225 0 0
				511 0 0
3	Sirsanwan .	Rusoolpoor . . .	Myzoolla Khan . . .	791 0 0
4	" .	Aourung Nugur . . .	Noormahomed, &c. . .	789 0 0
5	" .	Nursooa . . .	Khoob Chund, &c. . .	461 0 0
6	" .	Kursoula . . .	Sulloo Khan, &c. . .	959 0 0
7	" .	Kursoulee . . .	Mustuffa Khan . . .	559 0 0
8	" .	Oodunpoor . . .	Neaz Ulee Khan . . .	1,106 0 0
9	" .	Pipureea . . .	Madar Bux, &c. . .	815 0 0
10	" .	Kunukpoor . . .	Khoob Chand, &c. . .	2,242 0 0
11	" .	Eshurpoor Gopalpoor .	Gungaram . . .	466 0 0
12	" .	Uhrow . . .	Chetram . . .	2,057 0 0
13	" .	Sisonena . . .	Mahomed Ahmed Khan .	690 0 0
14	" .	Bholapoor . . .	Mustuffa Khan . . .	318 0 0
15	" .	Munsoorpoor . . .	Ghool Khan . . .	517 0 0
16	" .	Dhimree . . .	Mahomed Shufaet Alee Khan	769 0 0
17	" .	Chundpoorah . . .	Ditto ditto . . .	1,145 0 0
18	" .	Rustumpoor . . .	Government . . .	775 0 0
19	" .	Goolamunge . . .	Ramdial, &c. . .	677 0 0
20	" .	Gudenea . . .	Tujmul Hossein Khan .	1,372 0 0
21	" .	Burehpooruh . . .	Dhurneedhur, &c. . .	472 0 0
22	" .	Kuzeepoor . . .	Zoukeeram . . .	813 0 0
23	" .	Hursoo Nuglah . . .	Totaram . . .	823 0 0
				18,616 0 0
24	Ajaon . .	Keeoulpoor . . .	Nethram, &c. . .	400 0 0
25	" . .	Chainpoor oorf Checha .	Khoob Chund, &c. . .	1,200 0 0
26	" . .	Modowna . . .	Toolsheeram . . .	1,250 0 0
27	" . .	Hoormutpoor, 3 puttees .	Kulloo, &c. . .	1,196 0 0
28	" . .	Puttee Busuntpoor . . .	Dalchund, &c. . .	525 0 0
29	" . .	Hunoo, Nagur . . .	Bucktour Singh . . .	850 0 0
30	" . .	Tomureea . . .	Devedoss . . .	300 0 0
31	" . .	Pajawa . . .	Kewulram, &c. . .	531 0 0
32	" . .	Hinga Nugla . . .	Ahmed Yar Khan . . .	900 0 0
33	" . .	Woodypoor . . .	Wuzeer Alee . . .	650 0 0
34	" . .	Meodee Khoord . . .	Bhaesing, &c. . .	720 0 0
35	" . .	Jooai . . .	Ditto . . .	1,040 0 0
36	" . .	Kuga Nugla . . .	Mohon Loll . . .	600 0 0
37	" . .	Junoo Nagur . . .	Choonee Loll, &c. . .	950 0 0
38	" . .	Sobhag Nugla . . .	Rutehram . . .	678 0 0
39	" . .	Gujroua . . .	Dhurneedhur . . .	600 0 0
40	" . .	Mobarukpur . . .	Zoukeeram . . .	2,350 0 0
41	" . .	Khanpoor . . .	Pateeram . . .	1,000 0 0
42	" . .	Nepunea . . .	Bood Hossein, &c. . .	1,900 0 0
43	" . .	Nurkherah . . .	Zoukeeram, &c. . .	1,800 0 0
44	" . .	Lukmeepoor Bheeka . .	Pateeram, &c. . .	650 0 0
45	" . .	Pipureea Raizada . . .	Mahomed Iltaf Alee . .	900 0 0
46	" . .	Mudhu Nugla . . .	Zoukeeram . . .	1,000 0 0
47	" . .	Gudeyea . . .	Khosai Rai . . .	567 0 0
48	" . .	Sonar Khera . . .	Ahmed Yar Khan . . .	434 0 0

List of Villages situated in Bareilly—continued.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.		
				Rs.	a.	p.
49	Ajaon . . .	Rasdunia . . .	Thacoordoss, &c. . .	1,400	0	0
50	" . . .	Semra . . .	Hurreeram, &c. . .	821	0	0
51	" . . .	Dhulia . . .	Govindram, &c. . .	1,000	0	0
52	" . . .	Megha Unglä, 4 puttees . . .	Thacoordoss . . .	700	0	0
53	" . . .	Lodheepoor . . .	Ahmed Yar Khan . . .	550	0	0
54	" . . .	Jugdeespoor . . .	Govindram, &c. . .	330	0	0
55	" . . .	Seharee . . .	Sobharam . . .	2,800	0	0
56	" . . .	Hurdua . . .	Ootum Chand, &c. . .	1,300	0	0
57	" . . .	Bhourkha . . .	Golam Hossein . . .	1,501	0	0
58	" . . .	Bhourkhee . . .	Mahomed Illtaf Aleë . . .	840	0	0
59	" . . .	Mujheanah . . .	Golam Nasir Khan . . .	1,323	0	0
60	" . . .	Selehee oorf Buragaon . . .	Mahomed Illtaf Aleë Khan . . .	2,685	0	0
61	" . . .	Deoree Khoord . . .	Choonee Loll, &c. . .	400	0	0
62	" . . .	Kupnehree . . .	Muhsun Aleë Khan . . .	1,166	0	0
63	" . . .	Hurdoopoor . . .	Govindram, &c. . .	800	0	0
64	" . . .	Rajpaoruh . . .	Rajaram . . .	850	0	0
65	" . . .	Goolureea Bhat . . .	Motee Loll, &c. . .	475	0	0
66	" . . .	Akonnda . . .	Fuzul Imam . . .	845	0	0
67	" . . .	Johra . . .	Khem Sing . . .	1,400	0	0
68	" . . .	Buboorah . . .	Debedoss, &c. . .	865	0	0
69	" . . .	Rithora . . .	Choonee Loll, &c. . .	1,400	0	0
70	" . . .	Ehmee . . .	Buldeo Sing . . .	1,400	0	0
71	" . . .	Guhloeah . . .	Fukeer Mahomed Khan . . .	750	0	0
72	" . . .	Jugutpoor . . .	Dhurneedhur, &c. . .	672	0	0
73	" . . .	Himutgunj . . .	Kullun Chund . . .	400	0	0
74	" . . .	Inaetpoor . . .	Kullean Sing . . .	600	0	0
75	" . . .	Bhojooooruh . . .	Dwarkadoss . . .	1,455	0	0
76	" . . .	Deohuree Boozoarg . . .	Dhurneedhur . . .	610	0	0
77	" . . .	Kulleanpur . . .	Ditto . . .	1,050	0	0
78	" . . .	Bulbhadurpoor . . .	Nundram . . .	500	0	0
79	" . . .	Sirsa . . .	Shewdial, &c. . .	625	0	0
80	" . . .	Chechoulee . . .	Mussammat Saleb Begum . . .	452	0	0
81	" . . .	Soorenia . . .	Shaik Golam Hossein . . .	1,185	0	0
82	" . . .	Bukenia Bhat . . .	Chutoor Bhooj, &c. . .	835	0	0
83	" . . .	Shampoore . . .	Hera Loll . . .	701	0	0
84	" . . .	Gungapoor . . .	Peareh Loll . . .	611	0	0
85	" . . .	Singra . . .	Heirs of Golam Moheeddeen . . .	1,336	0	0
86	" . . .	Khata . . .	Chetram . . .	1,181	0	0
87	" . . .	Lukmeepoor Bishna . . .	Chote Loll, &c. . .	929	0	0
88	" . . .	Pusoopooruh . . .	Chutoor Bhooj, &c. . .	522	0	0
89	" . . .	Aujunkhera . . .	Dhurneedhur . . .	713	0	0
90	" . . .	Bukenia Jugurnathpoor . . .	Mussammat Roop Koor Bishoon Koor . . .	1,160	0	0
91	" . . .	Mainee . . .	Dhurneedhur . . .	845	0	0
92	" . . .	Zumapoor . . .	Mahomed Hossein Khan . . .	275	0	0
93	" . . .	Dhunelee . . .	Joahir Sing, &c. . .	1,600	0	0
94	" . . .	Adpoor . . .	Jai Sing . . .	321	0	0
95	" . . .	Beta . . .	Ahmed Bux, &c. . .	725	0	0
96	" . . .	Surra . . .	Joymul Futteh . . .	1,224	0	0
97	" . . .	Newadea . . .	Khoob Chund, &c. . .	850	0	0
98	" . . .	Dhurmoopooruh . . .	Oodeyram, &c. . .	1,246	0	0
99	" . . .	Bhysoree . . .	Illtaf Aleë Khan . . .	2,410	0	0
100	" . . .	Nisoe . . .	Oogersen . . .	875	0	0
101	" . . .	Tirha . . .	Khoorshed Begum . . .	1,708	0	0
				76,209	0	0

List of Villages situated in the District of Moradabad.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma:
				Rs. a. p.
1	Moradabad	Badlee dan, oorf Badlee Tandah.	Nawab Kulbulee Khan	3,929 0 0
2	"	Kesho Nuglee	Ditto	570 0 0
3	"	Bhaoopoorah	Musst. Koodrutoonissah	780 0 0
4	"	Chuk Koondesree	Ruttun Singh	145 0 0
5	"	Chuk Koondesrah	Cazee Abbas	97 0 0
6	"	Chuk Girdha	Zubburbeg and others	401 0 0
7	"	Khanpoor Milluk	Koolbooddeen	374 0 0
8	"	Pursoopoorah Naik	Teenna Singh	938 0 0
9	"	Chuk Ladpoor	Hursahai	319 0 0
10	"	Chuk Surukthul	Jwaladut	374 0 0
11	"	Surukthul	Ditto	540 0 0
12	"	Mhowa Kherah	Furzund Alee	614 0 0
13	"	Dhukpoorah	Musst. Izzutoonissah	288 4 0
			Total	9,369 4 0

TRANSLATION of a KHUREETA addressed by HIS HIGHNESS the
 NAWAB MAHOMED YOOSUF ALI KHAN of RAMPORE to the
 HONOURABLE the LIEUTENANT-GOVERNOR of the N.-W.
 PROVINCES.

After paying the usual compliments, acknowledges receipt of the Honourable the Lieutenant-Governor's letter regarding a petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the districts of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and with reference to the confident hope expressed by the Lieutenant-Governor that he (the Nawab) will not fail to consider the rightful claims of the petitioners, begs to assure His Honour that if it please the Almighty the rights of these zemindars as well as those of others in the same situation, will be duly

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB
YOOSUF ALI KHAN BAHADOOR, K.S.I.,—*dated the 23rd
December 1864.*

I have much pleasure in acknowledging receipt of your communication dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XII.

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF
ALI KHAN, of RAMPORE,—*11th March 1862.*

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

No. XIII.

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADOOR, of RAMPUR, dated the 15th Ramzan 1828, Higree, corresponding with *10th June 1865 A. D.*

Since I have been appointed, by sanction of the Hon'ble the Lieutenant-Governor, North-Western Provinces, as the representative of Her Most Gracious Majesty, Queen Victoria, successor to Nawab Mohamed Yoosuf Ali Khan, K.S.I., in the jaghire of Rampur, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements; and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor.

No. XIV.

TRANSLATION of the AGREEMENT entered into BY NAWAB MAHOMED MUSHTAK ALI KHAN BAHADUR, of RAMPUR, dated the 29th Jamadi-ul-Sani 1304 Hijri, corresponding with *25th March 1887 A. D.*

Whereas at the suggestion of His Honour the Lieutenant-Governor, North-Western Provinces, and by the sanction of His Excellency the Viceroy and Governor-General of India on behalf of the Government of Her Majesty the Empress of India, I have been, after the death of Mahomed Kalab Ali Khan Bahadur, made the ruler of the whole State of Rampur, I do hereby agree and put on record, that I will conduct the affairs of the old jagir and the new elaka (forming part of the State) with justice and equity: that I will treat with consideration the Afghans and other dependants of the State; that I will continue the stipends of the members of the family which have been granted from the time of Nawab Ahmad Ali Khan to that of Nawab Mahomed Kalab Ali Khan, and are entered in the former agreements; and that I will provide for the maintenance of the family dependants of Mahomed Said Khan, Nawab Ali Khan, and Nawab Mahomed Kalab Ali Khan Bahadur.

(Sd.) MAHOMED MUSHTAK ALI KHAN BAHADUR.

No. XV.

AGREEMENT entered into by NAWAB MAHOMED MUSHTAK ALI KHAN BAHADUR of Rampur.

Since I have been appointed, by sanction of the Viceroy and Governor-General of India on behalf of Her Most Gracious Majesty, Queen Victoria, successor to my father, Nawab Mahomed Kalab Ali Khan Bahadur,

hereby agree and attest by my seal that I will administer the affairs of the jagir with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends and pensions sanctioned by my predecessors or by the Lieutenant Governor of the North-Western Provinces at the instance of the Council of Regency which was appointed during my minority; and that I will provide for the maintenance of all the family and dependants of my deceased father and grandfather.

RAMPUR;
June 1st, 1896.

}

(Sd.) HAMID ALI KHAN,
Nawab of Rampur.

No. XVI.

AGREEMENT entered into between HIS EXCELLENCY the GOVERNOR-GENERAL of INDIA and HIS HIGHNESS the NAWAB of RAMPUR, 1899.

Whereas His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Rampur State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Rampur State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, or of some persons to whom the requisite authority has been delegated by him.

2. In order further to ensure efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

RAMPUR;

Dated the 16th March 1899. }


 Seal
of the
State.

(Sd.) HAMID ALI KHAN,

Nawab of Rampur.

(Sd) A. W. CRUICKSHANK,

 Commissioner, Rohilkhand Division,
and Agent, Lieutenant-Governor,
North-Western Provinces for Rampur.

Approved and confirmed by the Government of India.

SIMLA;

The 7th May 1901. }

By order,

H. S. BARNES,

 Secretary to the Government of India,
Foreign Department.

No. XVII.

AGREEMENT entered into by HIS HIGHNESS the NAWAB of RAMPUR, dated the 13th September 1899.

I, Nawab Mohamed Hamid Ali Khan, Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bareilly-Rampur-Moradabad Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

The 13th September 1899.

MOHAMED ISHAK KHAN.

HAMID ALI KHAN,

Nawab of Rampur.

H. Z. DARRAH,

 Offg. Commr., Rohilkhand Division, and Agent to the
Lieut.-Govr., N. W. P., for Rampur.

II.—GARHWAL OR TEHRI.

THE early history of the Garhwal Rājas is obscure. They claim descent from the Solar race, and are of the Kshatriya caste. For many generations the chiefs had absolute sway over the whole of Garhwal on both sides of the Alaknanda, paying, however, a nominal tribute to the Emperors of Delhi. The first Raja of the line was Kanak Pal. Kalyan Sah, the 38th prince of the line, was invested with the title of "Sah" by the Emperor Nasir-ud-din of Delhi; from this time the Rajas of Tehri have been styled "Sah."

In 1804 the Nepalese extended their conquests to Garhwal and expelled Raja Pradyumna (or Parduman) Sah, who took refuge in the plains. He collected a force of some 12,000 men, with whom he entered the Dun, having resolved to make an attempt to recover his kingdom. In this he was unsuccessful, and in an action fought at Khurbura near Dehra, he perished with most of his Garhwali retainers (January 1804). His son, Sudarshan Sah, having escaped from the Gurkhas, fled to the plains and joined the English.

On the termination of the Nepal war in 1815 that portion of his hereditary possessions which lay to the west of the Alaknanda river was restored in 1820 to Raja Sudarshan Sah by Sanad (No. XVIII); the lands to the east of the rivers Alaknanda and Mandakini, the Dehra Dun, and the pargana of Raingarh were retained by the British Government.

During the mutinies of 1857 the Raja rendered valuable assistance to Government. He died in June 1859 without legitimate issue, and in accordance with the terms of the treaty the State lapsed to Government; but in consideration of the services of Sudarshan Sah, his eldest illegitimate son, Bhawani Singh, was allowed to succeed (No. XIX). Bhawani Singh subsequently (in 1862) received a Sanad (No. XX), guaranteeing him the right of adoption. Raja Bhawani Singh died in December 1871, and was succeeded by his eldest son, Pratap Sah. On the occasion of the Delhi Darbar, held on the 1st January 1877, Raja Pratap Sah was granted a personal salute of 11 guns, which was subsequently changed in 1878 to a permanent salute. He died in February 1887, and was succeeded by his son, Kirti Sah, who was born on the 19th January 1874. During the latter's minority a Council of Regency was formed, presided over by Guleria, mother of the Raja. Kirti Sah was installed on the 17th March 1892, the Council being retained as a

consultative one. In 1898 the Council was abolished altogether. The Raja, who was educated at the Mayo College, Ajmer, married a daughter of Rana Padamjang, son of Maharaja Jang Bahadur of Nepal, by whom he has a son and heir, Tika Sahib Narendra Sah, born on the 3rd August 1898. Kirti Sah was created a Companion of the Star of India in 1899, and a Knight Commander of the same Order in 1903. He visited Europe in 1900.

In 1865 Raja Bhawani Sing leased (No. XXI) his forests for Rs. 10,000 a year to the British Government for a period of 20 years, with effect from the 1st May 1864. The lease was renewed in 1885 for another 20 years by Raja Pratab Sah for Rs. 12,000 a year (No. XXII), but in June 1887 Government relinquished the Sheopuri portion of the forests and the rent was reduced to Rs. 9,000. On the expiry of the lease in 1905 the present Raja granted a fresh one (No. XXIII) for 20 years on terms somewhat more favourable to himself. He also leased certain Chir forests in the Tons Valley in 1895 for 20 years (No. XXIV).

The area of the Tehri State is 4,180 square miles; and the population 268,885, according to the census of 1901. The land revenue is Rs. 95,800 and the total revenue from all sources averaged during the last three years about Rs. 6,30,000. The State has (1904) 111 sepoy and 2 serviceable guns.

Nazarana is taken on succession.

The Raja is entitled to a salute of 11 guns, fixed in 1878.

No. XVIII.

SUNNUD granted to the RAJAH of GURHWAL under the seal and signature of the GOVERNOR-GENERAL—*dated 4th March 1820.*

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, *1st.*—The districts situated to the eastward of the River Alikamunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. *2ndly.*—The Deyrah Dhoon. *3rdly.*—The Pergunnah of Raen Gurh. 'It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice, and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves, which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaurs, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

The 4th March 1820.

No. XIX.

TRANSLATION of a SUNNUD granting the TERRITORY of GURHWAL to RAJAH BHOWAN SINGH—*dated 6th September 1859.*

Be it known to the chowdhories, canongoes and zemindars of the Gurhwal Ilaqa, that the Chief of Gurhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Singh, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of

Gurhwal which was in the possession of the late Rajah. I therefore do hereby grant to Bhowan Singh and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Gurhwal.

Be it also known that British subjects, both Native and European, shall have free access into the Rajah's territories for commerce or otherwise; that they shall receive the same consideration and protection as the subjects of the Rajah; that the Government shall have power to make roads through the Gurhwal Territory, and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance.

Dated

(Sd.)

No. XX.

ADOPTION SUNNUD granted to RAJAH BHOWAN SING, of GURHWAL—*11th March 1862.*

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd.) CANNING.

No. XXI.

AGREEMENT for the lease to the BRITISH GOVERNMENT of the forests in the territory of RAJAH BHOWANY SHAH, CHIEF of GURHWAL, for 20 years, from 1st May 1864 to 30th April 1884 A.D., entered into by RAJAH BHOWANY SHAH and LIEUTENANT-COLONEL H. RAMSAY, COMMISSIONER on behalf of GOVERNMENT—*dated 2nd October 1865.*

The conditions of this lease, which shall be equally binding on the Rajah and the said Government, are set forth in the following paragraphs:—

1st.—The Rajah Bhowany Shah hereby makes over in lease to the British Government all the forests of his territory, and declares that all his

right, title and interest in the timber and trees standing or felled lying within his said territory, is hereby transferred to the said Government, and the said Government is competent to appoint a Conservator with the requisite establishment for the protection of those forests:

2nd.—The said Government is authorised to take steps for the more complete conservation of any portion of the Deodar Forest comprised within the forests hereby leased to it, and may prohibit the grazing of cattle, or opening of thoroughfares therein, but so that no person is thereby made to suffer loss within such portion of forest, and the said Government may, from time to time, issue such orders as it may think proper for the more effectual protection of the trees.

3rd.—No person save the said Government shall have the right to cut or carry away timber (from the forests), but the privilege hereto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

4th.—No person shall be entitled to clear ground for building in the Deodar Forest, nor shall any one be permitted to cultivate the cleared ground in the midst of such forest.

5th.—The Rajah shall aid to the utmost of his power in the protection of the forests, and in the punishment of persons infringing the forest rules and regulations.

6th.—The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Rajah, shall be enforced, and the Rajah shall regard any infringement of those rules as an offence, and shall punish the offender.

7th.—The forest lying in Juanpoor shall be exempted from the conditions of this lease for two years, but after the 1st May 1866, it shall be deemed to be included in this lease.

8th.—The Rajah shall be competent to take whatever timber he may need for his personal use, or for the private requirements of his family.

9th.—The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted; on such compensation being paid, the Rajah will not object to the construction of the road.

10th.—The said Government shall have power to float down timber by means of streams, or open out roads for their conveyance, and to levy a tax on all timber floated down such streams or carried by such roads within the Rajah's territory. If any person shall float timber down such stream without having the Conservator's pass by him, or if the timber shall not correspond with the description given in the pass, such timber shall be deemed the property of Government; and the Conservator or his subordinate shall have power to confiscate it.

11th.—The sum of Rs. 10,000 shall be paid yearly by the British Government on fulfilment of the above recorded provisions, as consideration for the lease of all the Forests in the Rajah's territory.

12th.—The above recorded provisions shall hold good for 20 years from the 1st May 1864, but on expiration of that period, the British Government shall be competent to continue the lease for another term of 20 years, and similarly on expiration of the second term of 20 years shall be entitled to renew it for a further term, but the consideration to be paid for each such subsequent lease shall be determined by mutual agreement and consent of both parties, *viz.*, of the British Government and the Rajah Sahib.

This agreement shall be signed by both the contracting parties, and one copy of it shall be deposited with the British Government, and another copy be kept by the Rajah.

Executed this 2nd day of October 1865.

No. XXII.

RENEWED LEASE of TEHRI FORESTS executed in 1885.

1. The Raja Partab Sah of Tehri hereby places at the disposal of the British Government the deodar forests in the Tons and Pabar valleys and the Sheopuri forests within his territory, the boundaries of which are set out in the schedule annexed. No person save the said Government shall have the right to take timber out of the said forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

2. The said Government is authorised to take steps for the more complete conservation of any portion of the forests hereby placed at its disposal. The said Government may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing; and the Conservator of Forests may from time to time issue such further orders, with the approval of the Raja, as he may think proper for the more effectual protection of the trees.

3. No person shall be entitled to clear ground for building in the forest referred to in clause 2, nor shall any one be permitted to cultivate on the cleared ground in the midst of such forests.

4. The Raja shall aid to the utmost of his power in the protection of the forests and in the punishment of persons infringing the forest rules and regulations.

5. The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Raja, shall be enforced, and the Raja shall regard any infringement of those rules as an offence and shall punish the offender.

6. The Raja shall be competent to take whatever timber he may need for his personal use or for the private requirements of his family.

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-50, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rs. 12,000 (Article 8) Rs. 9,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Jaunsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMBATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupin rivers to a point above Gungar village.

East.—From the latter point down the spur to a point on the bank of the Tons river.

South.—From this point, along the right bank of the Tons river to a pillar about three-fourth mile below the bridge near Datmir village.

West.—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin.

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmir village.

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GOHAL, AND SHALDAR BLOCKS.

North.—From pillar No. 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad.

East.—From the last point, along a ridge east of the Jodargad to pillar No. 83 above the Kunigad, thence by a demarcated line crossing the Jodargad, and above the Shaldar cultivation to pillar No. 63, on the northern boundary of the Suras block of the Deota forest.

South.—From the last point, along the boundary of the Suras block to pillar No. 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No. 12 on the Kasla Manda ridge between Tehri-Garhwal and Kuental State to pillar No. 1.

West.—Along the boundary of Kuental State to pillar No. 1.

NORANU FOREST.

West and North.—From pillar No. 1 on main ridge between Shaldar and Noranagads, along the water parting of Rupin and Tons rivers to pillar No. 12 on Pariondanda.

East.—From pillar No. 12 by a demarcated line to pillar No. 11.

South.—From pillar No. 11 by a demarcated line above the cultivation of Noranu to pillar No. 1.

NAINTWAR FOREST.

West and North.—From pillar No. 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No. 1 on the Baladhar.

East.—Down the Bala and Kuba Karshadhars to pillar No. 46.

South.—By a demarcated line above the cultivation of Koarlu to pillar No. 18.

No. XXIII.

LEASE of TEHRI FORESTS executed in 1904.

This Indenture made the ninth day of September 1904 between H. H. Raja Sir Kirti Sah, of Tehri of the one part, and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS by an indenture of lease executed on the first day of May 1885 the forests lands specified in the Schedule thereto attached (together with certain other lands) were demised by the then Raja of Tehri, H. H. Raja Partab Sah, to the Secretary of State for a term of twenty years commencing from the 1st day of May 1885; AND WHEREAS the said Raja Sir Kirti Sah, the present Raja of Tehri, (hereinafter called "the Raja") has agreed to grant to the Secretary of State a fresh lease in respect of the forest lands specified in the Schedule A hereto attached (hereinafter called the "forests") and more particularly delineated in the plan or map hereunto appended, upon the terms and conditions hereinafter appearing, NOW THIS INDENTURE WITNESSETH and it is hereby agreed between the parties hereto that in consideration of the covenants hereinafter set forth and of the sums agreed to be paid by the Secretary of State to the said Raja, the said Raja doth hereby demise unto the Secretary of State for a period of twenty years commencing from the date at which the said lease of first of May 1885 shall terminate, that is to say, for a period of twenty years from the first day of May 1905 ALL THE forest lands specified in the Schedule A hereto attached (hereinafter called "the forests") and more particularly delineated in the plan or map hereunto appended upon the following conditions, that is to say:—

1. The Secretary of State shall have the exclusive right to remove timber from the said forests subject to the right hereby reserved of the said Raja to remove such timber as he may require for his personal use or for the private and personal requirements of his own family.

2. The Secretary of State shall maintain and permit the privileges hitherto enjoyed by ryots of removing wood for building purposes, for burning, for ploughs and for agricultural purposes generally.

3. The Secretary of State shall be entitled to take such steps as he may deem necessary for the protection and conservation of the said forests and subject to the grazing privileges hitherto accorded may prohibit and control the grazing of cattle or the opening of new thoroughfares in the said forests and may from time to time with the approval of the said Raja issue such further rules and regulations as may be deemed expedient for the protection and conservation of the said forests.

4. No person shall be permitted to clear land for the purpose of building or cultivation within the said forests without the previous permission of the Secretary of State.

5. The Raja shall aid to the utmost of his power in the protection and conservation of the said forests and shall punish all persons infringing the orders, rules and regulations prescribed for the said forests.

6. The Secretary of State shall be entitled to construct such buildings, slides, roads, bridges, or other works as may by him be deemed necessary for the exploitation of the forests provided that he shall in every case give fair and reasonable compensation for any loss or damage occasioned thereby to standing crops.

7. The Secretary of State shall pay to the said Raja eighty per cent. of the net profits accruing from the use of the said forests and shall render yearly accounts to the said Raja paying to him the said percentage at the Dehra Dun Treasury on or before the 1st day of August in every year commencing from the 1st day of August 1906.

8. In preparing the said accounts, all direct charges incurred on account of buildings, roads, planting operations, fire protection, export works and the like, shall be included under the heading of expenditure, and the Division and Direction charges shall be based on the proportion that the total gross revenue and expenditure of the forests herein leased bear to the whole revenue and expenditure respectively of the Division and of the Circle, exclusive of the Direction Division.

9. On the expiration of the said period of twenty years covered by these presents the Secretary of State shall have the option of renewal of these presents for a further term of twenty years, but the consideration to be paid for such renewal shall be determined by the mutual agreement and consent of both the parties hereto.

Schedule A.

The main block of the forests, including the Chansil, Kotigadh, Lambatach, Deota, Bamsu, Suras, Salhra and Noranu Blocks.

North.—From pillar No. 1 of the Chansil forests at the source of the Gattaigadh along the Chansil ridge to pillar No. 12 of the Noranu Block on Pharion Daula and thence along a dug line to pillar No. 11 of the Noranu Block.

East.—From pillar No. 11 Noranu Block along a dug line through Noranu Block pillars Nos. 10, 9, 8, 7, 6, 5, 4, 3, 2, to pillar No. 1; thence up the Topa Dhar to Trigonometrical Station 10227; where new pillar No. 84 of the Salhra forests will be situated; thence more or less in a direct line, which will be demarcated, to Trigonometrical Station 8590, where a new pillar No. 83-A will be placed; thence along a dug line through Salhra Block pillars Nos. 83, 82, 81, 80, 79, 78, 77, 76, 75, to pillar No. 74; thence along the boundary of the leased Chir forests through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170 to pillar No. 171; thence up the Sallagadh to pillar No. 47 of the Saras Block; thence along a demarcated line through pillars Nos. 48, 49, 50, 51, to pillar No. 52; thence more or less in a direct line, which will be demarcated, to pillar No. 57 of the Bamsu Block; then down the Bamsu Khud to pillar No. 58 and along a demarcated line through a series of pillars numbered from 59 to 80.

South.—From pillar No. 80 of the Deota Block along a demarcated line through series of pillars numbered from 1 to 14 of the Lambatach Block.

West.—From pillar No. 14 of the Lambatach Block along a demarcated line, through a series of pillars numbered from 15 to 40 of the Kotigadh Block; thence down the Charagadh to its junction with the Bannaligadh; thence up the latter gadh and the Chigadgadh to some rice cultivation at the junction of the Chigadgadh and a stream coming down from pillar No. 58; thence skirting this cultivation to the stream last mentioned; thence up that stream to pillar No. 58; thence along a demarcated line through a series of pillars numbered in inverse order, from 57 to 1 of the Chansil forest, whence the northern boundary started.

Note.—The existing cultivation in the neighbourhood of the Sandidhar and Chigadgadh will be demarcated and excluded, and the 5 "chaks" already demarcated in the Dedragadh will be excluded.

Kandar Block.

A small patch of forest to the south of the village of Laktwar demarcated by a dug line and 12 boundary pillars from 1 to 12.

Naintwar Block.

West and North.—From pillar No. 18, along Rainu Dhar, separating the Rupin and Tons rivers, to pillar No. 1 on the Bali Dhar.

East.—Down the Bali and Kuba Karshu Dhars to pillar No. 6.

South.—By a demarcated line above the cultivation of Koarbo to pillar No. 18.

Datmir Block.

North.—From pillar No. 4 situated on the main ridge between the Tons and Rupin Rivers along a demarcated line running north-east to Sankotop, a peak above the Gangar village.

East.—From the last-named point down the Amallichdhar to pillar No. 1 and thence along a demarcated line to pillar No. 2 situated on the right bank of the Tons.

South.—From pillar No. 2 along the right bank of the Tons to a point about $\frac{1}{4}$ of a mile below the junction of Sindurigadh with the Tons.

West.—From this point up a demarcated line to pillar No. 3 and thence up the Dhuichagadh to pillar No. 4 whence the northern boundary started. There is also a small detached block situated on the left bank of the Tons above the Datmir village demarcated by a dug line and pillars numbered serially from 1 to 10.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

(Sd.) KIRTI SAH,

Raja of Tehri.

(Sd.) L. A. S. PORTER;

Chief Secretary to Government,

United Provinces.

HARI SINGH,

Witness.

Witness A. FRANCIS, Naini Tal.

THAKUR JEET SINGH

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„

F. C. RICHARDSON „

No. XXIV.

LEASE of the TEHRI CHIR FORESTS executed in 1895.

AN AGREEMENT made the 6th day of June One thousand eight hundred and ninety-five between His Highness Raja Kirti Sah of Tehri (hereinafter called "the Raja") and the Right Honourable the Secretary of State for India in Council (hereinafter called "the Secretary of State").

Whereas the Raja has agreed to lease certain portions of Chir forests in the Tons valley situated within his territory being 46,143 acres in extent or thereabouts to the Secretary of State for a term of 20 years, the said lease to be renewable on its expiry for a further term of 20 years.

AND WHEREAS the said portions of the Chir forests have been demarcated by the officers of the Forest Department in conjunction with officials deputed by the Tehri Darbar :

NOW IT IS HEREBY AGREED as follows:—

(1) In consideration of the sum to be paid as hereinafter mentioned, the Raja hereby leases to the Secretary of State for a term of 20 years the aforesaid portions of the Chir forests in the Tons valley, the portions of the Chir forests hereby leased (hereinafter referred to as the "leased forests") being delineated in the map attached to these presents and their boundaries more particularly set forth in the schedule hereto.

(2) The Secretary of State shall pay yearly to the Tehri Darbar a sum representing 80 per cent. of the net annual profits accruing from the leased forests.

(3) No person save the Secretary of State shall have the right to take Chir timber out of the leased forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue and be maintained intact.

(4) The Secretary of State is authorized to take steps for the more complete conservation of any portion of the leased forests, and he may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing, etc., and the Conservator of Forests may from time to

time issue such further orders, with the approval of the Raja, as he may think proper, for the more effectual protection of the trees.

(5) No person shall be entitled to clear land for building purposes in the leased forests, or be permitted to cultivate any ground within the boundaries of the leased forests.

(6) The Raja shall aid to the utmost of his power in the protection of the leased forests and in the punishment of persons infringing the forest rules and regulations, but cannot be responsible for such infringements.

(7) The rules and regulations laid down by the Conservator of Forests in regard to the leased forests having been approved by the Raja shall be enforced, and the Raja shall regard any infringement of these rules as an offence, and shall punish the offender.

(8) The Raja shall be entitled to take whatever timber he may need for his personal use, or for the private requirements of his family.

(9) The Secretary of State shall be entitled to make any roads which he may require for the proper management of the leased forests; but if such roads are constructed in fields whether containing standing crops or not, he shall be bound to make compensation for any damage thereby caused.

(10) A balance-sheet showing the receipts and expenditure in connection with the management of the leased forests shall be sent annually for the information of the Darbar. Only such forest establishment as is specially and solely employed in working the forests shall be shown in the expenditure, and the total expenditure shall be limited to Rs. 4,000 a year or thereabouts.

(11) This agreement shall hold good for 20 years from 1st November 1895, and on the expiry of that period the Secretary of State shall be entitled to a renewal of it on the same terms and conditions for a further period of 20 years; provided always that the consideration for such further period shall be open to revision on the mutual agreement and consent of both parties.

(12) One copy of this agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the Government of the North-Western Provinces and Oudh on behalf of the Secretary of State, and another copy shall be made over to the Raja.

KIRTI SAH,

H. F. EVANS,

Raja of Tehri-Garhwal State. Chief Secy. to Govt., N.-W. P. and Oudh.

Witnesses :

Witnesses :

R. BHATTACHARJEE,

P. HARRISON,

Secy. to H. H. Raja of Tehri-Garhwal State. Under-Secy. to Govt.,

N.-W. P. and Oudh.

MIYAN J. B. SINGH,

C. D'MONTE,

Private Secy. to H. H. Raja Supdt., Govt. Sectt., N.-W. P. and Oudh,
of Tehri-Garhwal State. General Department.

Schedule of boundaries of Tehri-Garhwal leased Chir forests attached to the Jaunsar Division.

1. TONS FOREST, about 64 square miles, excluding half square mile of chaks, 63½ square miles.

South.—From pillar No. 1 at the junction of the Khunigadh stream, with the Tons river, up the said stream, there forming the boundary of the Jaunsar-Bawar pargana of the Dehra Dun district, to pillar No. 2 at a point where two main valleys coming from the Ringali peak meet; then generally eastwards first up a small stream to No. 3 on a road; then to No. 4 on a spur; then along and up the spur to No. 5; then by short lines across a valley through Nos. 6, 7, 8, 9, 10 to 11 on a small spur; then through No. 12 to No. 13 on the Lunigadh stream; then up that stream to its source on the main ridge at Suranukiser, pillar No. 14; then along the main ridge being the water parting between the Tons and Jumna rivers through pillars Nos. 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 to pillar No. 25 at Saloglani.

East.—From the said pillar No. 25 north-east through pillar No. 26 to pillar No. 27; then in a north-westerly direction nearly parallel to the Garugadh stream through pillars Nos. 28, 29 to pillar No. 30 opposite Dumara village; then generally south through pillars Nos. 31, 32, 33, 34, 35, 36 to pillar No. 37; then north-west through pillars Nos. 38, 39, 40, 41, 42, 43 to pillar No. 44 on the Garugadh below Kharsari village; then down the Garugadh through pillar No. 45 to pillar No. 46; then eastwards up a long spur through pillars Nos. 47, 48, 49, 50, 51, 52 to pillar No. 53; then north across a valley to No. 54 on the Barfil Dhar; then a series of straight lines through pillars Nos. 55, 56, 57, 58, 59 to pillar No. 60 on the southern branch of the Miagadh; then down that stream to pillar No. 61; then a series of straight lines through pillars Nos. 62, 63, 64, 65, 66, 67, 68, 69 to pillar No. 70 on the northern branch of the Miagadh; then up that stream to pillar No. 71; then north to pillar No. 72; then west to pillar No. 73 then straight lines through pillars Nos. 74, 75, 76, 77, 78 to pillar No. 79 on the Southern Tons road; then along that road to pillar No. 80; then east through pillars Nos. 81, 82 to pillar No. 83; then straight lines through pillars Nos. 84, 85, 86 to pillar No. 87 on the Southern Tons road; then across the Tons river to pillar No. 88; then through pillars Nos. 89, 90 to pillar No. 91 on the Rupin river opposite Naintwar; then up the Rupin river to pillar No. 92; then across the Rupin river and up a spur through pillars Nos. 93, 94, 95, 96, to pillar No. 97; then straight lines through pillar No. 98 to pillar No. 99 on a small stream; then down that stream through pillar No. 100 to pillar No. 101; then generally north through pillar No. 102 to pillar No. 103 on another small stream; then down that stream through pillar No. 104 to pillar No. 105 on the Rupin river; then up a small stream called Hiwragadh to pillar No. 106; then a series of short straight lines above the Rupin river through pillars Nos. 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 to pillar No. 122 on the Rupin.

North.—Down the Rupin river to pillar No. 123; then generally south-west and south lines above the Rupin river and more or less parallel to it through pillars Nos. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 to pillar No. 136 on the Hadwar-dhar, which ridge runs up from the junction of the Rupin and Tons; then along that ridge to pillar No. 137; then straight lines through pillar No. 138 to pillar No. 139 on a small stream; then down that stream to pillar No. 140; then west to pillar No. 141 on a spur; then along that spur through pillars Nos. 142 to 143; then north-west and north through pillars Nos. 144, 145 to No. 146; then west to pillar No. 147 on the Eastern branch of the Salragadh; then down that branch of the Salragadh to its junction with the Western branch pillar No. 148; then up the Western branch to pillar No. 149; then lines through pillar No. 150 to pillar No. 151 on the Salra ridge; then up the Salra ridge through pillars Nos. 152, 153 to pillar No. 154; then west through pillar No. 155 to pillar No. 156; then north through pillars Nos. 157, 158, to pillar No. D—82 of the leased deodar forest; then generally west past pillars Nos. D—81, D—80, D—79, D—78, D—77, D—76 to pillar No. D—75.

West.—From pillars Nos. D—75 to D—74; then a series of straight lines through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167 to pillar No. 168 on a ridge called Sainjaldhar; then down that ridge to pillar No. 169; then by a side spur through pillar No. 170 to pillar No. 171 on the Sallagadh; then up the Sallagadh to deodar leased forest pillar No. D—47; then along the deodar leased forest boundary through pillar No. D—48 to pillar No. D—49 on the Saras spur; then down the spur to pillar No. 172; then a series of lines below the Saras village through pillars Nos. 173, 174, 175 to pillar No. 176 on a spur; then down the said spur through pillars Nos. 177, 178 to pillar No. 179 on a stream tributary of the Sallagadh; then up that stream to pillar No. 180 on the spur above Bamsu village; then down the spur to pillar No. 181 and on down a side spur to pillar No. 182 on Bamsugadh; then up the Bamsugadh to pillar No. 183 and by a small spur to pillar No. 184 on the ridge; then down the ridge above Thale village through Nos. 185, 186 to No. 187; then by a spur to pillar No. 188; then lines alternately south-east and south-west through pillars Nos. 189, 190, 191, 192 to pillar No. 193 on the right bank of the Tons river; then down the Tons river to pillar No. 1, whence the southern boundary started.

From this area will be excluded a series of chaks numbered in the map 1 to 72 and covering an area of about half square mile, all demarcated.

2. *Bindri Forest.*—About half square mile.

East.—From pillar No. 1 on the right bank of the Tons river about one mile above Thadiar bridge, demarcated straight lines northward through pillars Nos. 2 and 3 to No. 4 on the Bindri Khāla; then up that stream to No. 5.

North and West.—Thence demarcated straight lines first generally south-west; then south-east through pillars Nos. 6, 7, 8, 9, 10 to pillar

No. 11 on the right bank of the Tons river about one mile above Thadiar bridge.

South.—Up the Tons river to pillar No. 1.

3. *Goraiana Forest.*—About three-fourth square mile.

North.—From pillar No. 1 below Karoli village, a straight line to No. 2 on a small stream.

West.—Down that stream through pillar No. 3 to No. 4; then demarcated straight lines through pillars Nos. 5, 6 to pillar No. 7 above the Tons river.

South and East.—Two demarcated straight lines generally north-east through pillar No. 8 to pillar No. 1.

4. *Karoli Forest.*—About one and one-fourth square miles excluding chak.

South.—From pillar No. 9 above the Pabar river eastwards by straight lines through pillars Nos. 10 and 1 to pillar No. 2 above Karoli village.

East.—Thence straight lines touching the Lambatach deodar forest boundary at No. 5 pillar, through pillars Nos. 3, 4, 5 to pillar No. 6.

North.—Straight lines through pillar No. 7 to pillar No. 8 above the Pabar river.

West.—A straight line above and parallel to the Pabar river to pillar No. 9.

Remarks.—A demarcated chak containing about four acres is excluded from this area.

5. *Seroo Forest.*—About one and one-half square miles.

West and South.—From pillar No. 1 on the Garasnigadh about one-fourth mile above its junction with the Pabar river up the Singher River to pillar No. 2; then a series of demarcated straight lines through pillars Nos. 3, 4, 5, 6 to pillar No. 7 on the Bher Bawotigadh.

East.—The Bher Bawotigadh to its junction with the Singher River.

North.—The Garasnigadh to pillar No. 1.

6. *Ishari Forest.*—About three-fourth square mile.

West.—From pillar No. 1 about half mile above the Singher River straight line northwards through Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 to pillar No. 16 below Bher Bawotigadh, a tributary of the Pabar.

North.—Up that stream to No. 8.

East.—Straight lines generally southwards through pillars Nos. 11, 12, 13, 14, 15 to pillar No. 16 below Bher Bawotigadh.

South.—A straight line to pillar No. 1.

Remarks.—Two demarcated chaks numbered “5” and “6” in the map with an area of about eight acres are excluded from this area.

7. *Kalinch Forest.*—About four square miles excluding chaks.

North.—From pillar No. 1 on the spur at the junction of the Kotigadh stream with the Pabar river demarcated straight lines eastward through pillars Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10 to the Kotigadh stream; then up that stream to pillar No. 11; then demarcated lines generally eastwards through pillars Nos. 12, 13, 14, 15, 16, 17, 18 to pillar No. 19.

East.—Thence demarcated straight lines generally southwards and east of the Makurigadh through pillars Nos. 20, 21, 22, 23, 24 to pillar No. 25; then westwards to pillar No. 26; then north-west through pillars Nos. 27, 28 to pillar No. 29; then south through pillars Nos. 30, 31, 32 to pillar No. 33; then generally first south-west, then north, then south-west, then south, then south-west, and then south-east; demarcated straight lines through pillars Nos. 34, 35, 36, 37, 38, 39 to pillar No. 40, and the boundary of the leased deodar forest.

South.—The boundary of the leased deodar forest to pillar No. 41 near Pajidhar; then west to pillar No. 42; then demarcated lines first generally north and then generally west round Kalinch village through pillars Nos. 43, 44, 45, 46, 47, 48 to pillar No. 49.

West.—Demarcated straight lines through pillar No. 50 to pillar No. 1 whence the northern boundary started.

From this area will be excluded four chaks numbered 1 to 4 in the map and covering an area of about 18 acres, all demarcated.

KIRTI SAH,

Raja of Tehri-Garhwal State.

The 6th June 1895.

Witnesses :

R. BHATTACHARJEE,

*Secy. to H. H. Raja of Tehri-
Garhwal State.*

MIYAN J. B. SINGH,

*Private Secy. to H. H. Raja
of Tehri-Garhwal State.*

H. F. EVANS,

*Chief Secy. to Govt., N.-W. P.
and Oudh.*

Witnesses :

P. HARRISON,

*Under-Secy. to Govt., N.-W. P.
and Oudh.*

C. D'MONTE,

*Supdt., Govt. Sectt., N.-W. P.
and Oudh, General Dept.*

III.—FARRUKHABAD.

BEFORE the cession of Rohilkhand to the British Government the Farrukhabad territory was almost entirely surrounded by the dominions of the Wazir of Oudh. A tribute of Rs. 4,50,000 was paid by the Nawab Rais of Farrukhabad to the Wazir. This tribute was ceded to the British Government by the Treaty with the Wazir of the 10th November 1801 (No. XLVII). In 1802 the Nawab ceded (No. XXV) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rs. 1,08,000 a year.

The last Nawab Rais of Farrukhabad, Tafazzul Husain, rebelled in 1857. He surrendered on the 7th January 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first*, with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt; and, *secondly*, with being a principal and accessory, both before and after the fact, to the murder of many British subjects, Eurasian and Native. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out on the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief, in which he was invited to surrender; and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forebore in consequence of it from carrying out the capital sentence, on condition that Tafazzul Husain should immediately quit the British territories for ever. He was carried to Aden and sent across the frontier in the direction of Mecca, and warned that, if ever he set foot on British territory, the sentence of death which had been passed upon him would be carried out.

Tafazzul Husain died at Mecca on the 19th February 1882. His son, Asghar Husain Khan, is still alive and in receipt of a hereditary pension of Rs. 260-0-5 a month.

As regards the Treaty of 1802, it was held that, as between the British Government and the Nawab Rais, the treaty was cancelled by Tafazzul

Husain's rebellion, but that this breach of engagement by Tafazzul Husain did not of itself affect the right of third parties recognized or created by the treaty. The pension guaranteed by Article 2, and the property and annual payments guaranteed by Articles 3, 4, and 7, were therefore resumed, and a small subsistence allowance was granted to those who were dependent on these payments and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagirs alluded to in Article 8 were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service, the performance of which was no longer possible. These pensions have now been commuted to a large extent.

No. XXV.

TREATY with the NABOB of FURRUCKABAD—*4th June 1802.*

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed that he shall receive a monthly allowance of nine thousand Rupees (or one lakh and eight thousand Rupees annually) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaumbarrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate mehals of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's Civil Officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire, the gardens formerly the property of his father, the village of Serayah Neamutpoor, the ~~land~~ ^{land} in Furruckabad, and the property of the Ranee Souhel, ~~shall be~~ ^{shall be} as his exclusive property, if there should appear to ~~be~~ ^{be} legally entitled to such property.

ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob :—

Emaum Khan	...	...	...	...	Rs. 5,000 annually.
Purmul Khan and Muhammad Khan	...	...	...	...	„ 5,000 „
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad	...	...	...	...	„ 4,000 „
Ahmed Buksh and Muhammad Zellah	...	...	...	...	„ 2,000 „

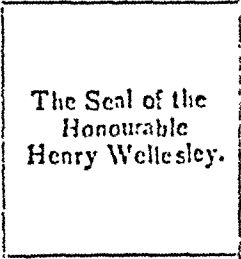
ARTICLE 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

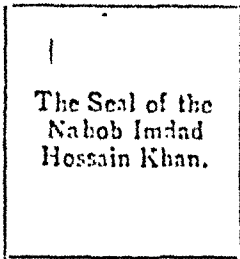
ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, has delivered to the

Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.



The Seal of the
Honourable
Henry Wellesley.



The Seal of the
Nabob Imdad
Hoossain Khan.

(Sd.) HENRY WELLESLEY.

N.B.—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

IV.—BENARES.

This family was founded by Mansa Ram, Zamindar of Gangapur, who died in 1740, and was succeeded by his son, Raja Balwant Singh. Balwant Singh joined Shah Alam and Shuja-ud-Daula in their invasion of Bengal in 1763. He joined the British camp with the Emperor after the battle of Baxar, and in the arrangements made with the Emperor in 1764,* his zamindari was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Home Government, and when the Treaty of 1765 was concluded with Shuja-ud-Daula, the estate of Raja Balwant Singh was restored to Oudh, the Nawab engaging to continue him in possession on condition of his paying the same revenue as before (*see* Art. 5 of Treaty of 1765, No. XXXIV).

In 1770, on the death of Balwant Singh, the Wazir of Oudh wished to dispossess the family, but the British Government compelled him to recognize the succession of Chait Singh (son of Balwant Singh by a Rajput mistress) and to grant him (in 1773) a Sanad (No. XXVI) under their guarantee. By the Treaty concluded with the Nawab Wazir of Oudh in 1775 (No. XXXIX) the sovereignty of the districts dependent on Raja Chait Singh was ceded in perpetuity to the British Government. A Sanad (No. XXVII) was however given to the Raja in 1776 confirming him in his zamindari, and the civil and criminal administration thereof, subject to an annual net payment of Sicca Rupees 22,66,180, and on condition of his adopting measures for the interest and security of the country and the preservation of the peace. The Raja was also allowed to coin money.

In 1778 it was proposed that the Raja should be required to pay a subsidy of five lakhs of rupees for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Raja was also required to employ his cavalry for the general service of the State. Chait Singh manifested great reluctance to meet these demands and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected and to have corresponded with the enemies of the British Government, and he was therefore put under arrest in his own house in September 1781, by order of Warren Hastings, the Governor General, who had proceeded in person to Benares to confer with the Raja. A tumult ensued, in which the

* See Delhi Volume VIII.

1877 he was created a Knight Grand Commander of the Star of India. Maharaja Ishwari Prasad died in June 1889, and was succeeded by his nephew and adopted son, Prabhu Narayan Singh. The title of "Maharaja Bahadur" was conferred upon Prabhu Narayan Singh in the same year, together with the privilege, which was enjoyed by his immediate predecessor, of being addressed by the title of "Highness", both being personal distinctions. He was also created a Knight Grand Commander of the Indian Empire on the 1st January 1898.

The relations of the Raja with the paramount power in respect of his Family Domains are defined by Bengal Regulation VII of 1828, and Act XIV of 1881 passed in amendment thereof. In the management of the Family Domains the Raja exercises the powers of a Collector of Land Revenue, and as such is subordinate to the Superintendent appointed by the Government to supervise the general administration of the Domains. The Commissioner of the Benares Division is ex-officio Superintendent, but his judicial functions are delegated to the Deputy Superintendent, a member of the Civil Service specially appointed for the purpose. The Courts of the Family Domains maintained by the Raja exercise jurisdiction in revenue matters and civil disputes relating to land, subject to appeal to the Superintendent and the Board of Revenue of the United Provinces. The criminal administration is in the hands of the Magistrates of Benares and Mirzapur. Under the orders of the Government of India, a revenue settlement of the lands constituting the Family Domains was made by a British officer, the operations lasting from 1831 to 1836. A second settlement of the three parganas was carried out between 1864 and 1888. The Family Domains have been specially exempted from the operation of Act XVIII of 1871 (Road Cess Act), but by Act III of 1904 the Raja is empowered to levy a local rate from the tenants of the Domains, and to apply it to local purposes. The Domains are also exempted from the operations of the Patwaris Act, but the Raja levies a patwari cess and maintains a staff of kanungos and patwaris.

The Family Domains consist of the parganas of Kaswar Raja or Gangapur in the Benares district, and Kera Mangraur (or Chakia) and Bhadohi in the district of Mirzapur. Their area is 983 square miles, with a population, according to the census of 1901, of 438,544. The rental is estimated at Rs. 10,30,109 out of which Rs. 3,12,577 are paid as revenue to the British Government.

The Raja of Benares receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, *viz.*:—

Paid by Rajah Bulwunt Sing, as follows:—

Benares	12,00,607
Buddohy	1,30,000
Lucknesegur	16,000
Bejeypoor	2,00,000
Gazepoor	5,00,000
Shadeyabad	40,000
	<hr/> 20,86,607
Deduct nankar, half of the jaghire of Buddohy and Altemgah, etc. .	88,158
	<hr/>
Net Revenue paid by Rajah Bulwunt Sing	19,98,449
Increase settled with Rajah Cheyt Sing	2,50,000
	<hr/>
Net Revenue to be paid by Rajah Cheyt Sing	22,48,449
	<hr/>

Dated the 27th of Rejub, in the year of Hegira 1184.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you, with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

(A true translation.)

(Sd.) WILLIAM REDFERAN,
Persian Translator.

The Zimmun.

The office of the zemindary of Circar Benares, Gauzepore, Chundara, the kutwally, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder, also the aumeeny and foujedarry.

Mehals 19, viz. :—

Circar Benares, Chundara, Circar Gauzepore, Mehals of Jaunpore, comprehending maul and duties, Havely Mahumud Abad, Benares; the Labs Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow, in Chundar; Suktegar, Bidgepoor, Secunderpore, Thireed; Shadyabad, Tuppa Seringa; the kutwally and duties of Benares, free; ditto ditto of Jaunpore, ditto; the mehal of the Mint of Benares, ditto; the Benares Mukeemi, or brokerage; the Sungwozinee, or stone-weighing of Benares, and the other mehals; yatesaundby, or office of Mutesaub of Benares.

POTTAH granted to CHEYT SING.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the mehals of Circar of Jaunpore, comprehending the maul and duties, Havely Mahumud Abad, Benares, the Khaudums in Pergunnah Bhadury; Talook of Sunkeramrow, in Pergunnah Chundara; Suktesgurra, Bijeeppoor, Circar Gauzeppoor, Pergunnah Sekunderpoor, Khurreed, Shadyabad, Patna, Sirkunjea, including the kutwally duties of Jaunpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the nankar of half the jaghire of Bhadree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tahud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English, at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two ruttees and two berinjees, agreeable to your muchulka and kabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the hoondiean, or exchange, allowed you at the rate of 2 per cent., is Rupees 44,434-14-5, which being deducted, the net sum will be 22,21,745-1-15 Sicca Rupees of Calcutta. This you are to pay without the least deduction or depreciation whatever in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for Sebundy. You will remit the money to Calcutta, without fail, conformable to the said kistbundy.

conformable to a separate obligation which I have executed under date the 25th of Zihigâ, in the 17th year of the reign, and delivered to the Government for the Company. It shall be my duty to do everything that may be needful and usual for the interest and security of the country ; provide for the welfare of the inhabitants ; to be attentive to the increase of cultivation and improvement of the revenues ; to use my endeavours in such manner to expel robbers and assassins, and to punish offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of Government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each Rupee to weigh no less than 10 massa, and to contain no more alloy than 2 ruttees and 2 chowls ; any deficiency of this standard to be made good. If the Government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments, according to kistbundy, and conformably to the tufussul zile or particulars in the margin, the sum being Calcutta Sicca rupees 22,66,180, including nuzzeranah, etc., but deducting on account of hoondyan or exchange a premium of 2 per cent., which premium of 2 per cent., upon the whole sum, being Sicca Rupees 44,434-14-5, I will accordingly deduct before remitting the remainder to the Company's treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the treasury at Calcutta the sum of Calcutta Sicca Rupees 22,21,745-1-15 at the end of each year ; after payment of the same and observing the conditions agreed upon, I shall receive a release or discharge in full, wherefore I have written this Agreement to be adhered to accordingly.

In the margin follows a list of monthly instalments:

Signed by the Raja.

Seal of the
Rajah.

Dated 25th Suffer, 17th Sun, corresponding with the 15th April 1776 Christian.

TRANSLATION of RAJAH CHEYT SING'S AGREEMENT relative to duties.

Whereas the duties of the sayers dependent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken from the English and Indostan Merchants, without distinction ; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting broadcloth, and lead and copper purchased at the Company, which shall be accompanied by a letter from the Governor ; on these I will consider the duties as excused and discontinued, nor in any respect interrupt or impede them.

remaining account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal ; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lakhs of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar ; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fussellee.

	Rs.	a.	p.	Rs.	a.	p.
Conformably to the papers	49,06,002	12	0			
Increase to the advantage of the Circar	4,00,000	0	0			
				53,06,002	12	0
Deduct the jaghires, &c. :						
Jaghire of Benoram Pundit	25,000	0	0			
Ditto of Bundoo Khan	2,000	0	0			
Ditto of Jaghernaut Surbadar	1,200	0	0			
Restored to the Rozeenadars	33,296	0	0			
				61,496	0	0
				52,44,506	12	0
Deduct the expenses of Mehals, Amanee, &c. :						
The expenses of Mehals Amanee	41,119	6	10			
Maâfee Maumoulee	1,02,598	8	10			
				1,43,717	15	0
				51,00,788	13	0
Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behauder				1,98,046	14	0
				49,02,741	15	0
Deduct my jaghire, &c., with those of my dependents :						
Half the Pergunrah of Bheddohee	1,58,341	0	0			
The Pergunnah of Mahaiche	60,000	0	0			
The Pergunnah of Siedpoor	54,000	0	0			
My salary, &c., and those of my dependents	6,30,400	15	0			
				9,02,741	15	0
				42,00,000	0	0
Deduct the devastations, &c., of two months' disturbances				6,66,666	10	10
Balance, Benares Sicca Rupees	33,33,333	5	10			

said year ; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares ; and at the end of the year I will take a receipt and discharge the whole. And the jumma of the next year, 1190 Fussellee, having been settled for the entire sum of forty lakhs of Benares Siccas, as the perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will without excuse or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumeera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Husubminhayee, and take a receipt for it ; and that employing myself in the duties and affairs in my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank ; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily : and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil-doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have, therefore, delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOK,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

AGREEMENT of RAJAH MAHIPNARAIN, BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

(A true copy.)

(Sd.) EDWARD COLEBROOK,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, etc., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XXIX.

SANAD granted to RAJA MAHIP NARAIN BAHADUR for the ZAMINDARI of BENARES, GHAZIPUR, CHUNAR, etc.—1781.

Be it known to the Mutsaddis in office, present and to come, kanungos, mukaddams and people, resident in and belonging to Sircar Benares, Ghazipur and Chunar, in the Subba of Allahabad, that the Governor General and Council of the Provinces of Bengal, Behar and Orissa, acting on the part of the Honourable East India Company of England, have in virtue

of the powers vested in them, and of the right obtained to them by a treaty concluded with the Nawab Asaf-ud-dowla on the 20th Rabi-ul-awal, 1189 Hijri, or 21st May 1775, in which the sovereignty of the Sircars, above mentioned, was ceded to them, from the 4th Jamadi-ul-awal, in 1189 Hijri, or 4th July 1775, appointed Raja Mahip Narain to the zamindari of the said Sircar and to the Amini and Faujdari of the towns and places of the same, agreeable to the Zimmun, except the adalat and Faujdari of the Town of Benares, the powers of the said Raja in that town extending only to the collection of its revenues and to the appointment of officers acting under his authority for that purpose. The said Raja is appointed also to the Kotwali of Jaunpur.

He is not to be in the smallest instance remiss in the observation and execution of the several duties incumbent on him, he is to behave with kindness and moderation to the ryots and people of the Zamindari, he is to promote the cultivation and produce of the lands, and the increase of their inhabitants, he is in all places under his authority to expel thieves, nightly-assaulters, murderers, and all evil-doers and so effectually punish the disturbers of the peace that none shall remain. Thus shall the honour and credit of the East India Company be strengthened, and with them his own. He is in no place to erect forts nor any sort of defences whatsoever within the limits of the Zamindari, nor is he to entertain in his employ any troops either horse or foot, for any purpose whatsoever without the order or permission of the Governor General and Council or their successors.

The power of levying forces and erecting and maintaining fortresses are always considered as royalties or appurtenances of the Sovereign State, and will not be exercised by him accordingly; whenever the assistance of troops shall be required to enforce the collection of the revenue or to maintain good order and tranquillity in the country such troops shall be the troops of the Company, furnished by the orders of their representatives.

In consideration of the grant thus made to the said Raja Mahip Narain of the said Zamindari, which is granted to him in perpetuity, while on his part he shall duly fulfil the conditions of it, he is also to pay yearly at Benares unto the said East India Company or any person appointed by its representatives to secure the same, the fixed sum of forty lakhs of Benares Sicca Rupees of full weight and standard, and the said sum of forty lakhs of Benares Sicca Rupees is to be paid as aforesaid in the monthly kist, hereinafter mentioned; but as the rebellious conduct of the late zamindar of this country may in its consequences have been productive of devastations, the Governor General and Council have been pleased to deduct on this account from the revenue of the present year, 1189 Fasli, the sum of six lakhs sixty-six thousand six hundred and sixty-six Benares Sicca Rupees ten annas and ten gundas such deduction leaving the amount payable to the Company for the present year thirty-three lakhs thirty-three thousand three hundred and thirty-three Benares Sicca Rupees five annas

and ten gundas, which is to be paid in the following months and according to the proportions fixed opposite to each of them :—

In Aswin	10,000	0	0
„ Katik	15,000	0	0
„ Aghan	2,78,000	0	0
„ Pus	2,78,000	0	0
„ Magh	2,78,000	0	0
„ Phagun	2,78,000	0	0
„ Chait	2,78,000	0	0
„ Baisakh	2,78,000	0	0
„ Jeth	2,78,000	0	0
„ Asarh	2,78,000	0	0
„ Sawan	2,78,000	0	0
„ Bhadon, which is the end of the year	8,06,333	5	10
Total for the year 1189, Benares Sicca	33,33,333	5	10

The said Raja Mahip Narain is also to pay the Sircar whatever balance he shall be able to collect of the late Raja's administration for the year 1188, with respect to the year 1190 Fasli, and to all future years his revenue is to be paid in the following monthly instalments :—

In Aswin	2,90,000	0	0
„ Katik	2,90,000	0	0
„ Aghan	2,90,000	0	0
„ Pus	2,90,000	0	0
„ Magh	2,90,000	0	0
„ Phagun	2,90,000	0	0
„ Chait	2,90,000	0	0
„ Baisakh	2,90,000	0	0
„ Jeth	2,90,000	0	0
„ Asarh	2,90,000	0	0
„ Sawan	2,90,000	0	0
„ Bhadon, which is the end of the year	8,10,000	0	0
Total for the year 1190, and all future years	40,00,000	0	0
and this amount as well as the sum of Sicca Rupees	33,33,333	5	10

for the year 1189 is to be duly and regularly discharged without any deduction whatsoever, excepting the sum allowed to him as an annual compensation for the loss of the profits derived by the former Raja from the Mint at Benares, the business of that office being to be placed in other hands, and the sum allowed as an annual compensation for the loss of the profits which he would have received had the management of the business of the Adalats, Kotwali, and the collection of the duties called Nikas and Kimar Conna in the said town been left to him as it was to Chet Singh.

The mahals of Sircar Jaunpur, comprehending both mal and sayar.
Haveli Mohemedabad, Benares.

The mahals of the Mulbus Khas.

The pargana Bhadohi.

The taluka Sungra Mow dependent on the pargana of Chandah.
Saktisghur.

Cantit, otherwise called Bijepore.

Secunderpore.

Kherid.

Shadiabad.

Tuppe Serencha.

The Mekkem of Benares.

The Yettismab of officer—Muttussui of Benares.

The Sungwazini or:—weighing of Benares and the other mahals.

(Sd.) WARREN HASTINGS.

NO. XXX.

TRANSLATION of an AGREEMENT with RAJAH MAHIPNARAIN for the ZEMINDARI of BENARES,—*27th October 1794.*

The Governor General in Council being at this time desirous to introduce, with the consent of Rajah Mahipnarain, the Zemindar, into the Zilla of Benares, for the advantage thereof, the same system and rules for the administration of justice and for the concerns of the revenue as was in 1793 established within the Provinces of Bengal, Behar, and Orissa during the Government of Marquis Cornwallis, and the said Rajah having, after consideration of the said circumstances, agreed to and approved thereof, so as that from the beginning of 1202 *Fussilee*, the administration of justice, which hath hitherto remained in the hands of natives, shall be conducted by English gentlemen, and that there shall also be separately appointed a Collector (being in like manner a British subject) for the realization of the revenue, whilst the duties of the Court of Appeals are to be conducted under similar regulations as are provided to that effect in Bengal, and for as much as the support of all these establishments will occasion to the Hon'ble Company's Government an increase of expense at the same time that under the operation of the permanent settlement concluded in 1197 the resources from the district bear also, under the favour of the Almighty, a prospect of increase; therefore with a view to provide for the said charges, which are solely to be incurred for the prosperity and advantage of the four Sircars

composing the Zillah of Benares, the following articles have, with the privity of the Governor General in Council, been settled and concluded on between the said Rajah and Mr. Duncan, to be observed and followed in time to come, from the introduction of the new establishments :—

Article the 1st.—Out of the surplus revenue, over and above the 40 lakhs of rupees, which including the articles of deduction were stipulated to be payable by Rajah Mahipnarain, according to the estimary pottah which he received from the Hon'ble Warren Hastings, Esquire, in the year 1781, one lakh of rupees per annum is, without fail, to be received from the Moolky Treasury by Rajah Mahipnarain, exclusive of the jaghirs and altumghas that are now in his possession, and the remaining surplus is to be annually expended in this district, and applied, under the authority of the Company's Government, towards the charges of the civil and judicial establishments in the support of the new and old Courts, and for the maintenance of the pautsalla or Hindoo college, and for repairing the roads and constructing bridges, and promoting the cultivation, &c.

2nd.—The revenue settlement made of the lands within the Raje of Benares, &c., having taken place with the privity and approbation of Rajah Mahipnarain Sing, Bahader, the pottahs, receipts, and farigh-khutties, or acquittances thereof, are passed under the seal and signature of the said Rajah to the aumils, zemindars, and farmers, and the duffer or office, and khazanchi or treasurer of the said Rajah, having always remained for the carrying on of the country (*i.e.*, revenue) business, the said signature, seal, office and treasurer are to remain in force and to be continued as usual.

3rd.—In case of complaints relative to revenue causes or charity ground, &c., being preferred to the Huzoor (*i.e.*, the English Government) by any parties residing within the jaghir and altumgha, &c., the personal or private lands of Rajah Mahipnarain Sing, the enquiry thereunto shall be made in like manner as such cases were amicably conducted between Mr. Duncan and the Rajah, that is, that since the gentleman holding the station of Collector will have more concern and connection with such matters than the other gentlemen, the rule shall be that with the privity and ascertainment of the said Collector (who is to have regard to the honour and dignity of the said Rajah), such causes are to be settled through the channel of the said Rajah, or of the officers of the said Rajah's cutcherry, it being at the same time understood and provided that as it is a duty incumbent on the Hon'ble Company's Government to distribute and ensure the attainment of justice to all the inhabitants of Benares, should it so happen that after referring such complaints to the Rajah, or to his officers in the cutcherry, the contentment of the parties complaining and aggrieved shall not be obtained, the Rajah shall, relative to the adjustment of such causes, listen to, and approve of, the suggestions and advice of the Collector, in like manner as hath been practised in the time of Mr. Duncan; and it is also incumbent on the said Collector, in all proper and just cases, to show the utmost attention possible to the Rajah's accommodation, and to hold in view the maintenance of his honour and dignity, such being entirely consistent with the wishes of Government; and if (which God forbid) any such subject

should arise as cannot be settled between the said Collector and the Rajah aforesaid, the decision on such cause shall depend on the Governor-General in Council.

Wherefore this ekrarnama hath, with the privity and approbation of the Governor-General in Council, been written and concluded between Rajah Mahipnarain Sing, Bahader, the Zemindar of the Zillah of Benares, &c., and Mr. Duncan, who is at present in the station of Resident at Benares, on the part of the Government of the English East India Company.

Dated the 27th October 1794.

(A true translation.)

(Sd.) JONATHAN DUNCAN,
Resident.

No. XXXI.

SANAD granted to RAJA UDIT NARAIN SINGH BAHADUR,—1796.

Be it known to the Mutsaddis in office, present and to come, Zamindars, Chaudhris, Kanungos, Mukaddams, cultivators and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, &c., in the Suba of Allahabad.

Whereas the Zamindari of the Sircars of Benares, &c., had after the expulsion of Raja Chet Singh, been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date appears to have acted to the satisfaction of the Company and strictly in accordance with the terms laid down in the agreement dated 27th October 1794, corresponding with 2nd Rabi-ul-sani 1202 Fasli which had been entered into between him and the Hon'ble Jonathan Duncan, the Chief Officer at Benares, with the knowledge and sanction of His Excellency the Governor-General and in the management of his zamindari. He having lately died, therefore in consideration of the just rights of his son Raja Udit Narain Singh Bahadur the zamindari of the above together with the jagir mahals and altumgha, &c., belonging to him have with the same privileges and rights as enjoyed by his father Raja Mahip Narain Singh, deceased, been allotted and assigned to him from the Kharif, 1203 F. S., by the Company's Government, you the mutsaddis, &c., should therefore consider the said Raja as permanent zamindar of the Sircars, &c., alluded to and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots, and you shall not require from him a new Sanad every year and the Raja will be bound to comply with the stipulation specified in the above agreement and to exert himself in

accordance with those terms in the management of his zamindari so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 30th September 1796 or 17th Asin 1203 F.

No. XXXII.

SANAD granted to RAJA ISHRI PRASAD NARAIN SINGH BAHADUR,—1835.

Be it known to the Mutsuddies in office, present and to come, Choudhris, Kanungos, Mokaddams, cultivators, ryots and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, &c., in the Suba of Allahabad.

Whereas the zamindari of the Sircars of Benares, &c., had after the expulsion of Raja Chet Singh been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date would appear to have acted strictly in accordance with the terms laid down in the agreement dated 27th October 1794 corresponding with 2nd Rabi-us-sani, 1202 Fusli, which had been entered into between him and the Hon'ble Jonathan Duncan, Chief Officer at Benares, under sanction of His Excellency the Governor-General and given satisfaction in the management of his zamindari.

After his death Raja Udit Narain Singh Bahadur, his son, was confirmed in the zamindari under a Sanad dated 30th September 1796 on the same terms as were entered into by his father who also gave satisfaction and gained the favour of Government. He having lately died, therefore, in consideration of the just rights of his adopted son, Raja Ishri Prasad Narain Singh Bahadur, the zamindari of the above Sircars, together with the jagir, Mahals and altumgha, &c., belonging to him have been with the same privileges and rights as enjoyed by his father, Raja Udit Narain Singh, deceased, granted unto him from Kharif, 1242 Fasli, by the Company's Government.

You, the mutsaddies, &c., should therefore consider the said Raja as permanent zamindar of the Sircars, &c., above mentioned and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots and you should not require from him a new Sanad every year and the Raja will be bound to comply with the stipulations specified in the above agreement and to exert himself in accordance with those terms in the management of his zamindari, so that we shall hear good accounts of his management. Be careful to carry the above orders into execution.

Written on the 29th July 1835, corresponding with 2nd Rabi-us-sani 1235 Hijri or 19th Sawan, 1242 Fasli.

No. XXXIII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHA RAJAH
ISHEREEPERSAUD NARAIN SING BAHADOOR, BENARES,—
11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

cloak for the justification of the Maratha usurpations. On leaving Allahabad in 1771 the Emperor put the Wazir in possession of the fort. But when the Marathas extorted from him the cession of Kora and Allahabad, it was deemed necessary for protection against the Marathas, that both the fort of Chunar and the fort of Allahabad should be held by English troops, and Agreements (Nos. XXXVI and XXXVII) to this effect were executed on the 20th March 1772. The grant of Kora and Allahabad to the Marathas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity, and as the Emperor had abandoned possession of them, they were sold in 1773 (No. XXXVIII) to the Wazir for fifty lakhs of rupees, and at the same time the Wazir agreed to pay Sicca Rupees 2,10,000 a month for each brigade of English troops that might march to his assistance.

In 1775 the Wazir Shuja-ud-Daula died, and was succeeded by his son Asaf-ud-Daula. On his accession a new Treaty (No. XXXIX) was concluded confirming him in the possession of Kora and Allahabad; raising the payment for British troops to Rs. 2,60,000 a month for each brigade that crossed his border; and ceding to the British Government in full sovereignty all the districts dependent on Raja Chait Singh of Benares, including Benares, Jaunpur, and Ghazipur (see Benares). In his pecuniary obligations to the British Government the new Nawab soon fell deeply into arrears. Pressed by his pecuniary embarrassments, the Nawab endeavoured to deprive the mother of Shuja-ud-Daula and his own mother, the Bahu Begam, of the property which had been left them. In 1775 the Bahu Begam complained that Rs. 26,00,000 had been extorted from her. An Agreement (No. XL), however, was made between her and her son, Asaf-ud-Daula, which was guaranteed by the English Government, maintaining her in the full enjoyment of her jagirs and property.

In 1781, at a personal interview with Warren Hastings at Chunar, a new Treaty (No. XLI) was negotiated to give relief to the Nawab by the withdrawal of all the English troops, except a single brigade and one additional regiment, and authorising the Nawab to resume jagirs, but requiring him to grant equivalent pensions to jagirdars whose estates were guaranteed by the British Government. The Nawab took advantage of this concession to resume the jagirs of the Begams, which were subsequently in part restored, and to deprive them of their treasures on the alleged ground of their being implicated in Chait Singh's rebellion (see Benares). Warren Hastings'

periodically alarmed, taken place. In 1799, therefore, the Marquis Wellesley addressed the Wazir with a view to induce him to disband his troops and replace them by a British subsidiary force. Major Scott was deputed to conduct negotiations for the above purpose, and to secure, by a cession of territory from the Wazir, a resource for the regular payment of the subsidy. The Wazir was very reluctant to agree to the proposals made to him, and threatened to abdicate in favour of his son. But at length, after protracted negotiation and the deputation of the Honourable Mr. Wellesley, the Governor-General's brother, to Lucknow, a Treaty (No. XLVII) was signed on the 10th November 1801, by which the Wazir ceded to the British Government lands in the Doab and the whole of Rohilkhand, yielding a revenue of Rs. 1,35,23,474, in lieu of the subsidy and all future expenses incurred in defending his territory; reduced his troops to four battalions of infantry and one of najibs, 2,000 cavalry and 300 golandaz; and agreed to introduce a good system of government in his remaining territories. The treaty also provided for the free navigation of the Ganges and other rivers, where they formed the mutual boundary of the British territories and Oudh. At a personal interview with the Wazir at Lucknow, the Governor-General, after some discussion, settled various points arising out of the Treaty of the 10th November which remained to be adjusted, and explained the general principles which should regulate the connection and intercourse between the two States as resulting from the treaty. The results of this conference were embodied in a Memorandum (No. XLVIII), of which a copy, signed and sealed by the Governor-General, was delivered to the Wazir.

In 1812 a Treaty (No. XLIX) was made with Nawab Saadat Ali to prevent disputes arising out of the frequent changes in the course of the rivers forming the boundaries between the British territories and Oudh. The Treaty related merely to the prevention of disputes between the two States, and had no reference whatever to the rights of zamindars.

Saadat Ali Khan died on the 11th July 1814, and was succeeded by his eldest son, Ghazi-ud-Din Haidar. On his accession Engagements (No. L) were exchanged between him and the Governor-General, declaring all treaties and engagements made with the late Nawab to be in full force to all intents and purposes.

During the negotiations with Saadat Ali Khan, which led to the cession of Rohilkhand in 1801, the Bahu Begam had offered to make the English

amount for the holders from the residue of the Begam's property. To this class belonged the pensions of Mirza Ali, Salar Jang and his three sons, and the several members of the Khas Mahal. The pensions of Mirza Ali, Salar Jang and his three sons were subsequently provided for in the arrangements made with the Wazir for the payment of the first Oudh loan. Of the Khas Mahal pensions, three, namely, those of Lutf-un-Nisa, Mirza Muhammad Taki Khan, and Mirza Nasir, and their children, aggregating Rs. 6,000 a month, were secured by the guarantee of the British Government. These are now known as the Zamanat Wasikas or security pensions.

In 1814, when Lord Moira proceeded to the upper provinces to be near the scene of action in the Nepal war, he was visited at Cawnpur by the Nawab, who offered him a crore of rupees as a free gift. The gift was declined, but a loan of Rs. 1,08,50,000 at 6 per cent. per annum was accepted, the interest, namely, Rs. 6,51,000 being devoted from the 14th November 1814 to defray certain stipends (No. LII) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government, and up to 1855 there had been repaid at various times Rs. 72,42,765, leaving outstanding at 6 per cent. Rs. 36,07,235.

In the month of March 1815, in consequence of the vast expenditure during the Nepal war, Government applied to the Nawab for a second loan of one crore of rupees at 6 per cent. On the conclusion of the war, this second loan was extinguished in 1816 by the cession (No. LIII) to the Nawab, of the district of Khairigarh and the Tarai lands conquered from the Gurkhas, between the Gogra on the west and the district of Gorakhpur. By the same treaty a part of the district of Gorakhpur was ceded by the British Government in exchange for the tract of country intervening between the British districts of Jaunpur, Mirzapur, and Allahabad.

In 1825 the Wazir, who, in 1819, had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of its territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British territory. But as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burma, and as the King's treasury was full, a proposal was made to take a loan of a crore of rupees at 5 per cent. interest from His Majesty. The interest of this loan was by a Treaty (No. LIV), dated the 17th August 1825,

devoted in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honour and prosperity of the stipendiaries.

In the following year a fourth loan of half a crore of rupees was taken at 5 per cent. interest, repayable after two years. Before his death, in 1827, the King, Ghazi-ud-Din Haidar, requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ud-Din Haidar was succeeded by his son, Nasir-ud-Din Haidar. Being anxious to make a permanent provision for certain ladies of his household, Nasir-ud-Din Haidar proposed to grant another loan, at 5 per cent. interest, consisting of the half crore lent in the previous year, with an additional sum of Rs. 12,40,000. This loan was accepted in 1829 (No. LV), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favour and kindness. Rs. 38,40,000 of this loan were repaid in 1853 to the heirs of some of the original grantees; Rs. 2,40,000 being paid in cash, and Rs. 36,00,000 by transfer to the Government 4 per cent. loan.

In 1833, at the request of the King, Government accepted another loan of Rs. 3,00,000 at 4 per cent., and agreed (No. LVI) to pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nasir-ud-Din Haidar died in 1837, and was succeeded by his uncle, Muhammad Ali Shah. On his accession a Treaty (No. LVII) was concluded with him by the Governor-General in Council. The assent of the King was most reluctantly given to this treaty. The Home Government therefore disallowed it, and directed the restoration of the relations with Oudh to the footing on which they had previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force established under the treaty, and to defray from the British treasury the expense of that portion of the force which had been already organized, but the formal abrogation of the treaty was not intimated to him.

Muhammad Ali Shah, being anxious to provide pensions in perpetuity for certain members of his family, offered in 1838 a loan of Rs. 17,00,000 at 4 per cent., and requested that the pensioners to whom the interest was to be paid should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. LVIII), but, as in the Agreement of 1829 with Nasir-ud-Din Haidar, no guarantee was given, the pensioners being promised only the special favour and kindness of the British Government.

In 1839 Muhammad Ali Shah subscribed 12 lakhs of rupees to the 4 per cent. loan, the interest of which he allotted by a Deed of Trust (No. LIX) for the expenses of the Husainabad Imambara. To this the King added other sums, aggregating Rs. 24,17,500, and after his death a sum of Rs. 2,33,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840 the King allotted by another Deed of Trust (No. LX) a sum of Rs. 3,40,800, of which Rs. 2,87,000 were to bear interest at 5 per cent., and Rs. 53,800 at 4 per cent. for the endowment of a hospital at Lucknow.

Various other sums have been at different times invested by the King of Oudh in Government funds, but these investments are guaranteed by no special engagements and in no way differ from ordinary contributions to Government loans, except that in some cases the promissory notes were deposited in the Government treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus in February 1842 a sum of Rs. 14,00,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly; and in September 1842 twelve lakhs more were subscribed on the same terms.

In May 1842 Muhammad Ali Shah died, and was succeeded by his son, Amjad Ali Shah, who was succeeded on the 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with that State, and it was one of the provisions of the Treaty of 1801 (No. XLVII) that the Nawab should introduce, under the advice of the British Government, such a system of administration as should be conducive

to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents the administration was not improved, and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by His Majesty's officers, the settlement of the country would need to be made by British officers. This warning was neglected; the misgovernment of the country continued; and in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that, if within two years the administration should not be reformed, the British Government would be forced to interfere by assuming the government of Oudh. No improvement took place within the two years of probation, but a natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war in Burma diverted the attention of the Government for a time from Oudh.

In 1854 the state of Oudh showed none of that amendment which Government had declared to be indispensable, and the Resident was required to report whether the duty imposed on the British Government by the Treaty of 1801 would any longer admit of Government honestly indulging the reluctance which it had felt to have recourse to extreme measures. The Resident's enquiries showed the state of Oudh to be most deplorable, and that the improvement, which Lord Hardinge peremptorily demanded seven years before, had not in any degree been effected. The British Government therefore finally resolved to assume the administration of Oudh in one form or another. A treaty* was proposed to the King, which provided that the sole

* TREATY between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY ABDUL MANSUR, NASIR-UD-DIN SIKANDAR JAH, MUHAMMAD WAJID ALI SHAH, King of Oudh; settled on the part of the HONOURABLE COMPANY by MAJOR-GENERAL JAMES OUTRAM, C.B., Resident at Lucknow, in virtue of full powers granted to him by the MOST NOBLE JAMES RAMSAY, MARQUIS OF DALHOUSIE, Knight of the Most Ancient and Most Noble Order of the Thistle, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL in Council, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the East Indies; in and on the part of HIS MAJESTY the KING OF OUDH BY

Whereas in the year 1801 a Treaty was concluded between the Honourable East India Company and His Excellency the Nawab Wazir Saadat Ali Khan, Bahadur; and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh, always advising with and acting in conformity to the council of the officers of the Honourable Company, shall 'establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants;' and whereas the infraction of this essential engagement of the Treaty by successive Rulers of Oudh has been continued and notorious; and whereas its

civil and military government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty and the lawful male heirs of his body; that the King should be treated with all due attention, respect, and honour, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Kusha and Bibiapur parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honour; that the Company should maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum; that each of his successors should receive twelve lakhs a year; and that his collateral relations should be maintained separately by the British Government.

long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty, consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K.T., Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C.B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honourable East India Company, together with the full and exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honour which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Kusha and Bibiapur parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

sary, of other offences by commission ; to exempt the King from appearance in court as a witness ; and to provide for his examination through the Agent to the Governor-General in cases where his evidence might be required. By a further Act, XIII of 1858, the King was exempted from the jurisdiction of the Civil Courts, except in regard to suits instituted with the consent of Government, and was rendered incapable of entering into any contract which might give rise to a pecuniary obligation on his part.

Wajid Ali Shah died on the 21st September 1887, and on his death Act XIX of 1887 was passed, empowering the Governor-General in Council to administer his estate. Arrangements were made for the disposal of the property at Garden Reach, the proceeds realised going to the estate, and pensions were granted to the King's family and dependants.

ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabadda as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expenses.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages, in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expense incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of rupees in the following manner; *viz.*, (12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following, *viz.*, they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated, until the 6th Article of this Treaty be fully complied with.

ARTICLE.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illiabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah-ul-Dowla, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord 1765 in the presence of us,

EDMUND MASKELYNE. CLIVE.

L. S.

ARCHIBALD SWINTON. JOHN CARNAC.

L. S.

GEORGE VANSITTART. SHUJAH-

and

L. S.

UL-DOWLA'S Seal

Ratification.

MIRZA KOSSIM KHAN.

RAJAH SHITABROY.

MEER MUSHALA.

Fort William, September 30th, 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, S.S.C.

No. XXXV.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA,—*29th November 1768.*

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, on behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with His Highness aforesaid, and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and article by article; and His Highness the Nabob Shujah-ul-Dowla aforesaid doth likewise renew and confirm the said Treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said Treaty: It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoy, cavalry, peons, artillerymen, rocket-men, or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoy, including soubadars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed or disciplined after the manner of the English sepoy or Nujib regiment; and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this

Agreement as firm and binding. His Highness aforesaid shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Sd.) JOHN CARTIER.

„ RICHARD SMITH.

„ CLAUD RUSSELL.

Signed, sealed and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us,

(Sd.) GABRIEL HARPER.

„ C. W. BOUGHTON.

„ W. M. COXE.

L. S.

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

Written the 19th of the month of Rajib, the year of Hegira 1182, which answers to the 29th of November 1768.

NO. XXXVI.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORCES of the ENGLISH EAST INDIA COMPANY possessing the FORT of CHUNAR GUR, in the zemindary of the RAJAH CHEYT SINGH,—*20th March 1772.*

Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

First.—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq. (on the part of Nudjib-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company

of Merchants of England trading to the East Indies), and the Nabob Shujah-ul-Dowla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of Our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing, to be held by them, and to be garrisoned solely by their troops, as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the Provinces of Bengal, Behar and Orissa.

Second.—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to His Highness the Nabob Shujah-ul-Dowla, and in like manner whenever the troops of the English East India Company shall advance on the west side of the river Caramnasa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

Third.—Whatever expenses shall be incurred by the English East India Company for repairs or additions in the fortifications or for the erecting or repairing magazines, store-houses, and barracks, such expenses shall be reimbursed by His Highness upon the re-delivery of the said Fort to him, but it has been determined the said expenses shall not exceed four lakhs of rupees, and the accounts to be examined by proper persons for each party.

(Sd.) ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

(Sd.) GABRIEL HARPER.

„ JOHN COCKERELL.

„ WILLIAM DAVY.

NO. XXXVII.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the Fort of ALLAHABAD,—
20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort :—

First.—His Majesty Shah Allum having been pleased to confer on and make over to the Nabob Shujah-ul-Dowlah, Vizier of the Empire, the

conditions, and that, in the same manner as the Province of Oudh and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, *viz.* :—

He shall pay to the Company fifty lakhs (50,00,000) of Sicca Rupees according to the currency of the Province of Oudh, as follows, *viz.*—

In ready money	Sicca Rupees 20,00,000
In two years after the date hereof, <i>viz.</i> —	
The first year	15,00,000
The second year	15,00,000
	<u>30,00,000</u>
	Sicca Rupees . 50,00,000

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance :

It is agreed, that the expense of a brigade shall be computed at two lakhs ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oudh. By a brigade is meant as follows, *viz.*—

- 2 Battalions of Europeans.
- 6 Battalions of Sepoys.
- 1 Company of Artillery.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar; and exclusive of the abovementioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

Signed, sealed, and solemnly sworn to by the contracting parties at Benares the 7th day of September in the year of Our Lord 1773 in the presence of us,

(Sd.) JOHN STEWART.

„ WILLIAM REDFEARN.

No. XXXIX.

TRANSLATION of the Proposed ARTICLES of the TREATY with
the NABOB AUSUF-UL-DOWLA,—*21st May 1775.*

The Nabob Ausuf-ul-Dowla, Icaya Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable, Warren Hastings, Esq., Governor-General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles:—

ARTICLE 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and everything shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

ARTICLE 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company: That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwannah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

ARTICLE 3.

If the King should write anything relative to the affairs of the Nabob Ausuf-ul-Dowla to the English Sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oudh; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam of derrum, or anything from the said countries. The English Sirdars engage to defend the Soubah of Oudh at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Raja Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*—

Sircar Benares.	The districts of Jaunpore.
Sircar Chumah.	Bijehpore Bahdore.
Suktessgur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeridge, Shaay, Abad, Toppa, Surchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Asuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oudh Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.*, two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops pass the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

TRANSLATION of an AGREEMENT under the Seal of HIS EXCEL-
LENCY the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shuja-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Raby-ul-Ezoul, 1189 of the Hegira, or the 21st of May 1775.

•(A true translation.)

(Sd.) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation

(Sd.) J. H. D'OYLY,

Acting Pn. Tr.

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st Article.

Ditto the 2nd "

Ditto the 3rd "

Ditto the 4th "

Ditto the 5th "

Ditto the 6th "

Ditto the 7th "

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

No. XL.

No. I.

DRAFT of a COWLNAMA under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree (15th of October 1775).

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, viz. :—

I have now taken from my mother thirty lakhs of rupees on account of

No. 2.

DRAFT of a COWLNAMA under the Seal of MR. JOHN BRISTOW on the part of the COMPANY and ENGLISH CHIEFS, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Bahadre Hozzaber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghiers, gunges, culladarries, gardens, the mints of Oudh and Fyzabad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghiers, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghiers, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

List of Jaghiers, Gunges, &c., exactly the same as that in No. 1.

No. XLI.

AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER on the 19th of *September 1781*.

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c., &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowlah,

Jelladit Jung Behauder, &c., &c., on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Rumzan, 1895 of the Hegira.

ARTICLE 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fussellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances; the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoy agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of Rs. 2,60,000 per month, to which is now to be added one regiment of sepoy of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rs. 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizier deceased. And, finally, that whenever the Nabob Vizier shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2.

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary; with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3.

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount and charges of the troops he stands engaged to furnish by

Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shuja-ul-Dowla be ratified between the present parties, as far as may be consistent with the above-written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Sd.) WARREN HASTINGS.

L. S.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XLII.

TREATY with the VIZIER ASOPH-UL-DOWLA, NABOB of OUDE
1787.

From Earl Cornwallis to the Vizier, written 15th April 1787. *From the Nabob Vizier to Earl Cornwallis, received 21st July 1787.*

The Treaty concluded between the English Company and the Nabob Shuja-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual: for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such

Your Lordship's friendly letter every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's Government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

circumstances as have, after mature reflection, occurred to me, with respect to the troops stationed at Fuddy Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops on all occasions are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Fuddy Ghur which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expense which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is

on the part of this Government; in short, it is my intention, from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expense from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemp-

and favourable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter; and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer

tions of duties, or in any other mode, from any British subject or person under the authority of this Government. In short leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency,

Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure.

Kistbundy, or instalment, for the Company's money, on account of the expenses of the troops stationed at Cawnpore, Futtu Ghur, and Lucknow, the stipend of the Nabob Saadet Alli Khan, the Rohillas, the expenses of the Resident and other gentlemen at Lucknow, the expenses of the dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier.

March 1787	...	...	3,25,000
April ...	...	..	3,25,000
May ...	...	...	3,25,000
June ...	...	...	3,25,000
July ...	...	...	3,25,000
August :			
In money	...	3,25,000	
In drafts on Calcutta		5,00,000	
			8,25,000
September	...	...	3,25,000
October	...	...	3,25,000
November	...	...	3,25,000
December	...	...	3,25,000
January 1883	...	...	3,25,000
February :			
In money at Lucknow		3,25,000	
In drafts on Calcutta		6,00,000	
			9,25,000
	Total	...	50,00,000
In specie	...	...	39,00,000
In drafts	...	...	11,00,000
			50,00,000

that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expense of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in

Fifty lakhs of 23, 24, 25, and 26 Sun Sicca Rupees.

*From Hyder Beg Khan, received
21st July 1787.*

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expense of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship. As a long period had elapsed during my journey, disorder has taken place in several modes in the affairs; and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and

force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him without reserve, all that has occurred to me to promote this subject in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company.

other gentlemen, whatever, after investigation, they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c., has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship.

Enclosures.

Bill drawn by Cashmeery Mull and Butch-
rage on Sheopersaud
and Bissesser Dass, on
account of arrears due to
the troops stationed at
Cawnpore and Butteh
Ghur, and the battalion
at Lucknow, to Febru-
ary 1787, amounting in
23, 24, 25, and 26 Sun
Sicca Rupees, to ... 7,08,868 7 6

Bill drawn by Cash-
meery Mull and Butch-
rage on Sheopersaud
and Bissesser Dass, on
account the money of
His Royal Highness,
Lucknow Sicca Rupees 2,04,173 0 0

Ditto, drawn by ditto,
on ditto, on account the
money of Nabob Sandet
Ali Khan, arrears to
February 1787, Luck-
now Sicca Rupees ... 1,00,000 0 0

No. XLIII.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA,
1788.

TREATY of COMMERCE between CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER; one of HIS BRITANNIC MAJESTY'S HONOURABLE PRIVY COUNCIL, LIEUTENANT-GENERAL of HIS MAJESTY'S FORCES, GOVERNOR-GENERAL and COMMANDER-IN-CHIEF of all the POSSESSIONS and FORCES of HIS BRITANNIC MAJESTY and of the HONOURABLE the UNITED COMPANY OF MERCHANTS of ENGLAND, in the EAST INDIES, &c., &c., &c., on the part of the said HONOURABLE UNITED COMPANY, and HIS EXCELLENCY the VIZIER-UL-MOMALIK HINDOSTAN, ASSUF JAH, NABOB AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

The Right Honourable Charles, Earl Cornwallis, K.G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Behauder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honourable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c., with a view to remove the evils complained of, and to promote the welfare of their respective States, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other person or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honourable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the

ARTICLE 7.

Cotton coming from Jahlone, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent. at the first authorized station in the Province of Behar; or, should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or Agent of the Vizier, to the Right Honourable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE 15.

This Treaty not to extend to the Province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bonâ fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation.)

(Sd.) N. B. EDMONSTONE,

Persian Translator to the Government.

NO. XLV.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER, —21st February 1798.

Whereas, various Treaties have been concluded at different times, between the late Nabob Shuja-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honorable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles:—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the

Ali Khan agrees to pay the actual difference occasioned by the excess above that number, and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend, of seventy-six lakhs of rupees, equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of the Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futtly Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futtly Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

ARTICLE 10.

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere

intentions and exertions of the said Nabob, the payment of the kist shall fall into arrears, the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, etc., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this Article shall be carried on by him.

ARTICLE 14.

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Ausuf-ul-Dowla, and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Momalik Saadet Ali Khan Behauder, for himself and his heirs, and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely

and strictly, all the Articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty and all the Articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundi (or Instalment) for the payment of the Annual Subsidy.

1st kist, for the month of January, payable on the 1st of February	• • •	6,33,333	5	4
2nd kist, for the month of February, payable on the 1st of March	• • •	6,33,333	5	4
3rd kist, for the month of March, payable on the 1st of April	• • •	6,33,333	5	4
4th kist, for the month of April, payable on the 1st of May	• • •	6,33,333	5	4
5th kist, for the month of May, payable on the 1st of June	• • •	6,33,333	5	4
6th kist, for the month of June, payable on the 1st of July	• • •	6,33,333	5	4
7th kist, for the month of July, payable on the 1st of August	• • •	6,33,333	5	4
8th kist, for the month of August, payable on the 1st of September	• • •	6,33,333	5	4
9th kist, for the month of September, payable on the 1st of October	• • •	6,33,333	5	4
10th kist, for the month of October, payable on the 1st of November	• • •	6,33,333	5	4
11th kist, for the month of November, payable on the 1st of December	• • •	6,33,333	5	4
12th kist, for the month of December, payable on the 1st of January	• • •	6,33,333	5	4
TOTAL SICCA RUPEES		•	76,00,000	0 0

(Sd.) J. SHORE.

Persian
Seal.

Persian
Seal.

*Signed, sealed, and interchanged at Lucknow, this
Twenty-first day of February, in the year of Our Lord
One Thousand Seven Hundred and Ninety-Eight, in the
presence of—*

J. LUMSDEN, Resident.

N. B. EDMONSTONE, P. T.

No. XLVI.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the
BHOW BEGUM (mother of the late NABOB AUSUF-UL-
DOWLA) under the guarantee of the COMPANY,—7th Feb-
ruary 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of
the sincerest respect and regard for Her Highness the Bhow Begum, and fully

Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself, and his heirs and successors, for ceding to the Honorable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE I.

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah	55,48,577	11	9
Kehr and others	5,33,374	0	6
Furruckabad and others	4,50,001	0	0
Khairaghur and others	2,10,001	0	0
Azimghur and others, Azimghur, Mownaut Bunjun	6,95,624	7	6
Goruckpore and others { Goruckpore, etc.	5,09,853	8	0
and Butwal . . . { Butwal	40,001	0	0
	5,49,854	8	0
Soubah of Allahabad and others	9,34,963	1	3
Chuckla Bareilly, Asophabad, and Kelpoory	43,13,457	11	3
Nabob Gunge, Kehly, and others	1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul	1,68,378	4	0
TOTAL JUMMA, LUCKNOW SA. Rs.	1,35,23,474	8	3

The above-mentioned mehals being ceded to the Honorable Company, as held by the Aumils, in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries

under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira.

L. S.

(Sd.) WELLESLEY.

Seal of
Saadet Ali
Khan.

Ratified by His Excellency the Most Noble the Governor-General, on the Ganges near Benares on the Fourteenth day of November 1801.

(Sd.) N. B. EDMONSTONE,
Secy. to the Govt., Sec. and Pol. Dept.

NO. XLVIII.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY the MOST NOBLE the GOVERNOR-GENERAL and the NABOB VIZIER of Oudh, 1802.

On the 15th of February 1802, His Excellency the Nabob Vizier transmitted to the Governor-General a paper of propositions, to which His Excellency required the Governor-General's assent: and the Governor-General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers, and the original propositions, together with the Governor-General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the Articles of the original paper of propositions should be altogether omitted, and that the Governor-General's reply to the third Article should be modified in conformity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor-General's suggestion, in his reply to the second Article, that the Vizier should appoint some person to conduct, in the quality of Minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The

and be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honorable Company.

ARTICLE 7.

The district ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honorable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honorable Henry Wellesley and Lieutenant-Colonel Scott,

Governor-General, at the same conference, deemed it to be expedient to declare to His Excellency the Vizier the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the Treaty concluded between the Honorable Company and His Excellency the Vizier, on the 10th November 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor-General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor-General and the Vizier, to countersign this paper.

Propositions.

Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which case (as I am far from being disposed to act unjustly) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprised of any disagreement subsisting between us.

Regular tribunals, in which I do not desire to possess any exclusive interest shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's Officers assist in enforcing obedience to them.

Answers.

Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.

This is perfectly wise and proper.

*Propositions.**Answers.*

sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the Ceded Districts may be given into the possession of my people. A statement of the particulars of such property, gardens, &c., within the Ceded Districts, shall be given in.

I have been induced to cede the districts for the charges of the British Troops merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrahs, which now exist within those districts.

An engagement was contracted for paying to the Circar the monies collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me.

Any property of this description which the Nabob shall satisfy the Lieutenant-Governor to belong to His Excellency, will, of course, be delivered over to his servants.

Orders shall be issued accordingly.

Orders will be issued for the settlement of this account.

Propositions.

and without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonshce, and other creditable persons such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c., know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness' engagements. Let His Lordship have the goodness to transmit orders to the Honorable Henry Wellesley, upon the following points.

Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.

In the event of any of the dependants of my Circar applying for farms within the Ceded Districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.

There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the Circar, to give me credit in his accounts for the

Answers.

All criminals will be reciprocally surrendered: but the subjects of both States, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either.

All balances, now or hereafter, due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.

None of the Nabob's Aumils are now employed in the Ceded Provinces.

*Propositions.**Answers.*

the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honorable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority the Vizier has engaged to advise with, the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor-General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor-General; and in every case which may require the Resident

*Propositions.**Answers.*

Let orders be issued for the payment of those monies agreeably to engagement.

Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.

The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government.

I hope from His Lordship's kindness that His Lordship will in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.

The Treaty has been sent.

The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.

In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence on the 24th February.

The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure

*Propositions.**Answers.*

Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty remains between the British Government and His Excellency, the Governor-General entertains a confident hope that no future vexation can occur in the transaction of affairs.

(Sd.) WELLESLEY.

Seal of the
Governor-
General.

(Sd.) N. B. EDMONSTONE,

Secy. to Government,

Secret and Pol. Dept.

No. XLIX.

TREATY with NABOB SAADET ALI,—14th January 1808

Whereas, disputes and contentions have arisen between the Honorable Company and of the Government of the Nabob Vizier, regarding the boundaries of their respective villages of lands acquired by alluvion, and of islands formed to constitute the frontier of the two States; therefore, for settling and obviating such disputes at the present time, the following Treaty is concluded by His Excellency Momalik Yemeem-Oo-Dowla, Nazim-ul-Moolk, and Mobauriz Jung, for himself, his heirs and successors, Baillie, Resident at Lucknow, by virtue of the authority and purpose on the part of the Right Honorable the Governor-General of all the British possessions in the East, and the Honorable the United East India Company.

Witness

Every island and portion of land which in the year 1208 appertained to the Nabob

*Propositions.**Answers.*

to state such advice, it is to be received as proceeding immediately from the Governor-General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor-General expects that the

be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

ARTICLE 6:

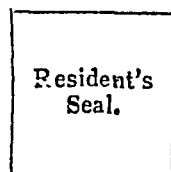
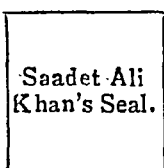
What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars.

ARTICLE 7.

This Treaty, comprising seven Articles, having been settled and concluded in the City of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii, of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

(Sd.) J. BAILLIE,

Resident.



This Treaty was ratified by the Governor-General in Council.

No. L.

ENGAGEMENT with the NABOB GHAZI-ODD-DEEN HYDER, VIZIER OF OUDH,—dated 12th July 1814.

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-oo-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption

Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State which shall, by inundation, disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered ; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall

No. LI.

DEED of DEPOSIT executed by the BUHOO BEGUM,—1813.

L. S.

BEGUM'S.

Witnesses

L. S.

BOOBOO SOODH BUTCHUN

and

L. S.

DARAB ALEE KHAN.

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen-ood-Dowla Ishak Khan, deceased, wife of Nawab Shooja-ood-Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honourable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect underwritten, *viz.*:—

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other relations, dependents, eunuchs, and female slaves, &c., as I think proper. But being mindful of the uncertainty of this transitory life, and with a view to future events, while yet in health of body and of sound intellect and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honourable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c., now in my possession, amounting to the sum of seventy lakhs of rupees, as particularly stated and described in a separate schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life time, do continue after my death to be the guardians and protectors of all those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to those persons individually, name by name, and to their heirs and successors for ever, the jaghires and monthly allowances in money from the income of my personal wealth, which I have assigned to each of them respectively in a separate statement under my seal; that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those

whatever. All existing Treaties and Engagements likewise that were contracted with the late Nabob are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the Engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

Signed and sealed on the 12th day of July A. D. 1814, answering to the 22nd of Rujub A. H. 1229, with the seal and signature of His Highness Refant-ood-Dowla, Rufee-ool-Moolk Ghasee-ood-Deen Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulam Jung, Resident at the Court of Lucknow.

(Sd.) J. BAILLIE,
Resident.

Seal.

COUNTERPART OF ENGAGEMENT with the NABOB VIZIER of OUDH,—dated 3rd August 1814.

The friendship and alliance which so firmly and happily subsisted between His late Excellency the Nabob Vizier-ul-Momalik Yemeen-ood-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, and the Honourable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-ood-Dowla, Rufee-ul-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, and the Honourable Company: and all Treaties and Engagements which subsisted between His late Excellency and the Honourable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honorable the Governor-General hereby declares, on the part of the Honourable Company, that the British Government is especially bound by the said Engagements and Treaties, and the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal and signature of His Excellency the Right Honorable Governor-General, at Monghyr, in the Province of Bengal, this Third day of August, in the year of Our Lord One Thousand Eight Hundred and Fourteen.

Seal.

(Sd.) MOIRA.

By His Excellency the Governor-General.

(Sd.) GEO. SWINTON,
Pn. Secy. to Governor-General.

possessions; and as my faithful servant Darab Alee Khan Nazeer, and all other public officers, eunuchs, and dependents of my Government have hitherto satisfied me, and will continue to do so during my life, as to the accuracy of their conduct and accounts no demands should hereafter be made against them, nor should they be required to give any account, save for the immediate surrender and delivery to the Honourable Company's Government, agreeably to my orders, of the property in money and goods above stated to be now in my possession, and the further amount to be accumulated from this date until the day of my death, of which a faithful account shall be rendered.

In addition to the several provisions to individuals which are stated in the accompanying list, the sum of three lakhs of Sicca Rupees is to be given to my servant Darab Alee Khan for the purpose of erecting a mausoleum over the place of my interment, and one lakh of Sicca Rupees to be appropriated as a donation to the shrines of Karbula, Nujufe Ashruff, and other holy places, at the discretion of my said minister, who is a faithful and religious person, and will apply the money to the purposes specified. To defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, having a clear jumma of Sicca Rupees ten thousand, shall be allotted; and the surplus revenue of the villages to be given to the poor and religious inhabiting the said mausoleum, that they may enjoy peace and tranquillity of mind.

The stipends of those that are dear to me, my nephews, eunuchs, booboos, female slaves, and other dependents, to be regularly paid from the revenue of my jaghire, or from the income of my personal wealth, to Darab Alee Khan who will distribute the money among them, and whose recommendations and suggestions shall be received and attended to on their behalf, and after establishing and securing the whole of the above-mentioned salaries and pensions, and paying the foregoing sums, the balance of my property in ready money and valuables shall be at the entire and uncontrolled disposal of the Honourable Company's Government, to do whatever they please with it, and to give it to whomsoever they please.

Bu tas some of my relations and connections, who are mentioned in the accompanying list, have jaghires and established allowances in money from another Government, which are liable to resumption or diminution on the death of the present possessors, contrary to the practice of my Sircar, it is incumbent on the Honourable Company's Government, with a view to its own reputation and for the credit of my name, after securing the several provisions detailed in the accompanying list, to reserve in its own hands such a portion of the residue of my property as will ensure a suitable provision in perpetuity to the descendants of those of my relations, whose allowances may be resumed at their death, that no person related to me may be left in an indigent condition.

L. S.

BEGUM'S;

(A true translation.)

(Sd.) J. BAILLIE, *Resident.*

The Obligation of Darab Ali Khan, received the 25th July 1813.

Witnesses

L.S.

BOOBOO SOODH BUTCHUN

and

L.S.

D. A. K.'s.

L.S.

MEER AMEER HYDER.

Whereas Major John Baillie, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty-four lakhs of Rupees, and was further informed by Her Highness that, besides the above-mentioned sum, a lakh of Rupees, in ready money, and jewels, etc., of the value of five lakhs of Rupees, are certainly in Her Highness' possession, in apartments of her palace pointed out, I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honourable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels as specified, together with all further sums that may accumulate in Her Highness' treasury from this time till the period of her death, and of which a faithful account shall be rendered.

In witness whereof, I have written this obligation on the 25th day of the month of Rujub 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE, Resident.

Detailed statement of monthly allowances to the relations, connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut-ooz-Zuhura, daughter of Ishak Khan, deceased, and of other necessary expenses, to be paid and defrayed in perpetuity to the persons and for the purposes specified from the principal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Rujub 1228 Hijery (25th of July 1813), in favour of the Honourable Company's Government—these allowances being in addition to, and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Ali Khan and Salar Jung, and to the three sons of the latter, Mirza Cassim Ali Khan, Akbur Ali Khan, and Asghur Ali Khan.

Total—two lakhs and ninety-six thousand nine hundred and seventy-six Rupees per annum, or twenty-four thousand seven hundred and forty-eight Rupees per mensem.

BOOBOO SOODH BUTCHUN

L. S.

Witnesses

L. S.

DARAB ALI KHAN.

L. S.

BEGUM'S.

Recent accumulation since the death of Juwahur Alee Khan.

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, viz:—

<i>In Rupees.</i>			<i>In Gold Mohurs and Gold.</i>		
Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, viz:—			One lakh and two thousand three hundred and sixteen Rupees, five annas and three-quarters, viz:—		
Sicca Rupees of present currency	28,86,372	13 $\frac{3}{4}$	6,847 Gold Mohurs, valued at Rupees	98,955	10 $\frac{1}{4}$
Ditto of the 2nd sun	75,045	12	208.5 tolahs of gold, Rupees	3,360	11 $\frac{1}{2}$
Ditto 2nd ditto	8,650	0			
Corah and Rukabee Rupees	7,62,035	4 $\frac{1}{4}$			
			Rupees	1,02,316	5 $\frac{3}{4}$
Rupees	37,32,103	14			

*Places of Deposit of the Recent Accumulation.**

In the cellar below the Bara Durree, Gold Mohurs and Rupees	...	15,38,991	8
In a small apartment adjoining the Old Kutcherric, Sicca and Corah Rupees	9,38,641	3 $\frac{1}{4}$	
In the Hall of the Old Kutcherric, Gold Mohurs and Gold, Sicca and Rukabee Rupees	...	5,44,771	15
In a small apartment of the house, in Gold Mohurs, Sicca and Corah Rupees	8,12,015	9 $\frac{1}{2}$	
		38,34,420	3 $\frac{1}{4}$

* *N.B.*—The several sums of money deposited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

(Sd.) J. BAILLIE,

Resident.

Places of Deposit.

In Her Highness the Begum's Palace called Mootee Muhl, viz:—		
In a small apartment adjoining that in which she sleeps	} Jewels.	
In a larger apartment, called the Toshakhana or Wardrobe		
In an apartment of the Cheenee Khana	} Utensils of gold, silver, and glass.	

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of rupees.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

To Mohummud Darab Alee Khan and others, viz.—contd.

	Brought forward	Rs. a. p.	Rs. a. p.
To Meean Turrub	.	60 0 0	19,400 0 0
„ Meean Muhboob, Senior	.	60 0 0	
„ Meean Khoosh Chushm	.	60 0 0	
„ Meean Saadut	.	60 0 0	
„ Meean Busharut	.	60 0 0	
„ Meean Dilawur	.	60 0 0	
„ Meean Dowlut	.	60 0 0	
„ Meean Muhboob, Junior	.	60 0 0	
„ Meean Bukhtawur	.	30 0 0	
„ Meean Pokhraj	.	30 0 0	
„ Meean Nishat	.	30 0 0	
„ Meean Maakool	.	30 0 0	
„ Meean Yakoot	.	30 0 0	
„ Meean Munzoor	.	30 0 0	
„ Meean Khoorsheid	.	30 0 0	
„ Meean Busheer	.	30 0 0	
„ Meean Almass	.	30 0 0	
„ Meean Zoölficar	.	30 0 0	
„ Meean Fuhut	.	30 0 0	
„ Meean Showkut	.	30 0 0	
„ Seedee Muhboob, Senior	.	30 0 0	
„ Meean Hoosseyn	.	30 0 0	
„ Meean Tumkeen	.	30 0 0	
„ Kunbur	.	30 0 0	
„ Akimund	.	30 0 0	
„ Meean Umbur	.	30 0 0	
„ Meean Nuseem	.	30 0 0	
„ Neekroz	.	30 0 0	
„ Belall	.	30 0 0	
„ Lutfut	.	30 0 0	
„ Seedee Muhboob, Junior	.	30 0 0	
„ Sooltan Alee Khan	.	100 0 0	
„ Sooltan, Senior	.	60 0 0	
„ Meerjan, Senior	.	60 0 0	
„ Khuwasus, female servants			
100 @ 7 each, is Rs.	700 0 0		
300 @ 5 „ „	1,500 0 0		
		2,200 0 0	
„ 200 sepoy as a guard, at 4½ Rs.		900 0 0	
„ Murjan, Junior	.	60 0 0	
„ Emam Alee	.	50 0 0	
„ Nuzur Alee	.	30 0 0	
„ Jaafur Alee	.	30 0 0	
„ Hedayut Hoosseyn	.	30 0 0	
„ Aabed Alee	.	30 0 0	
„ Bunde Alee	.	30 0 0	
„ Seedee Hussun	.	30 0 0	
„ Punah Alee, Vakeel	.	200 0 0	
„ Moonshree Soobhan Alee	.	100 0 0	
„ Seyud Toorab Alee	.	100 0 0	
„ Mirza Koochuk	.	150 0 0	
„ Beebee Khyr-oon-Nissa	.	9 0 0	
„ Khoodyjut-oon-Nissa	.	9 0 0	
Total, Rupees		...	5,348 0 0
			24,748 0 0

List of the Pensions of the Khas Mehal, paid from the Mehal of Goonda.
Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees, Eight Annas.

	Per ensem.	Rs. a. p. 2,000 0 0	Per Annum.	Rs. a. p. 24,000 0 0
To Agha Tuckee				
„ Lootf-Oon-Nissa Begum 2,500				
For herself 1,500				
For her son Mirza Hyder 500				
For her daughter Fatima Begum 500				
	ditto	2,500 0 0	ditto	30,000 0 0
„ Agha Gheyas	ditto	500 0 0	ditto	6,000 0 0
„ Agha Naseer	ditto	1,500 0 0	ditto	18,000 0 0
„ Mirza Hujjoo	ditto	600 0 0	ditto	7,200 0 0
„ Khyr-Oon-Nissa	ditto	30 0 0	ditto	360 0 0
„ Mirza Jaffer Hakeem	ditto	82 0 0	ditto	984 0 0
„ The Relations, &c., of Mirza Alee and of Mirza Jaffer Hakeem	ditto	166 10 9	ditto	2,000 0 0
„ Bunde Begum	ditto	450 0 0	ditto	5,400 0 0
„ Amina Begum	ditto	450 3 0	ditto	5,400 0 0
„ Begum Saheb	ditto	200 0 0	ditto	2,400 0 0
„ Tuwukhool Saheba	ditto	150 0 0	ditto	1,800 0 0
„ Injunie Khanum	ditto	100 0 0	ditto	1,200 0 0
„ Anjoom-Oon-Nissa	ditto	100 0 0	ditto	1,200 0 0
„ Sabera Khanum	ditto	100 0 0	ditto	1,200 0 0
„ Omdee Begum	ditto	75 0 0	ditto	900 0 0
„ Koodseea Begum	ditto	150 0 0	ditto	1,800 0 0
„ Museeta Begum	ditto	200 0 0	ditto	2,400 0 0
„ Sungee Begum	ditto	200 0 0	ditto	2,400 0 0
„ Jumnee Begum	ditto	200 0 0	ditto	2,400 0 0
„ Mother of Hussun Alee Khan	ditto	85 0 0	ditto	1,020 0 0
„ Dependents of Bube Shu	ditto	100 0 0	ditto	1,200 0 0
„ The widows of Mirza Jaffer	ditto	300 0 0	ditto	3,600 0 0
„ Begum Saheba	ditto	1,500 0 0	ditto	18,000 0 0
„ Imamee Begum	ditto	150 0 0	ditto	1,800 0 0
„ Fatima Begum	ditto	200 0 0	ditto	2,400 0 0
„ Hinga Begum	ditto	450 0 0	ditto	5,400 0 0
„ Hussun Alee Khan	ditto	500 0 0	ditto	6,000 0 0
„ Sons of ditto	ditto	300 0 0	ditto	3,600 0 0
„ Mirza Guzula	ditto	250 0 0	ditto	3,000 0 0
„ Mirza Bundhoo	ditto	900 0 0	ditto	10,800 0 0
„ Mohumud Alee Khan	ditto	200 0 0	ditto	2,400 0 0
„ Mirza Aboo Taleb	ditto	250 0 0	ditto	3,000 0 0
„ Agha Boo zoorg	ditto	226 0 0	ditto	2,712 0 0
„ Mirza Hussain-ood-Deen Hyder	ditto	500 0 0	ditto	6,000 0 0
„ Mehrum Alee Khan	ditto	100 0 0	ditto	1,200 0 0
„ Mirza Ibrahim	ditto	250 0 0	ditto	3,000 0 0
„ Abbass Koolee Khan	ditto	125 0 0	ditto	1,500 0 0
„ Meeah Bussunt	ditto	20 0 0	ditto	240 0 0
„ Meeah Norooz	ditto	20 0 0	ditto	240 0 0
„ Meeah Muhubbutt	ditto	10 0 0	ditto	120 0 0
„ Meeah Hyder Alee	ditto	8 0 0	ditto	96 0 0
„ Meeah Bahadur Alee	ditto	12 0 0	ditto	144 0 0
„ Hursook Roy Motsuddee	ditto	7 0 0	ditto	84 0 0
„ Mirza Booshun Alee Mouzzen	ditto	7 0 0	ditto	84 0 0
„ Meer Moortuza Hukeem	ditto	40 0 0	ditto	480 0 0
„ Khuwasspoora	ditto	370 6 0	ditto	4,444 8 0

L. S.

(A true translation.)

DARAB ALEE KHAN.

(Sd.)

J. BAILLIE,
Resident.

To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of rupees.

To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of rupees.

To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Alee Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Alee Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Alee Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said Mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed of Deposit, that is, to grant an equal allowance in money from the revenue of my jaghire, or from the income of my personal property.

The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

L. S.

BEGUM'S.

Dated the 26th of Rujub, 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE, Resident.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having, by an instrument bearing her seal, and duly attested by witnesses, declared her intention to make over to the British Government the whole of her personal property, in order to enable that Government to provide for Her Highness' relations and dependents, to the extent and in the manner specified in a separate paper, also sealed with Her Highness' seal, and witnessed as above, and for other purposes expressed in those papers; and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited; the Governor-General hereby confirms and guarantees the disposition of Her Highness' personal property prescribed in the documents above referred to, and promises and engages that on obtaining possession of that property the whole of Her Highness' directions, in favor of her relations and dependents, and with regard to the other objects mentioned in those papers, shall, as far as depends on the British Government, be carried into early and complete effect; and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the Pergunnah of Puchumrath, of the annual jumma of Rupees 10,000, in the name of Darab Alee Khan, according to Her Highness' desire. The Governor-General moreover promises to afford the countenance and protection of the British Government to Her Highness' relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them.

Done at Fort William, this 29th day of October 1813.

No. 2.

To

HIS HIGHNESS THE NABOB REFAUT-OOD-DOWLAH.

Written the 19th July 1814.

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness' father, of blessed memory, the objects and result of my proceedings on the occasion of my visit to Fyzabad, at the request of Her Highness the Begum, in the months of July and August last. My delay to execute those orders was occasioned, in the first instance, by the necessary preparation of copies of a number of documents of a secret and important nature, the transcribing of which could only be entrusted to the most confidential of my native servants, and subsequently by the unhappy indisposition of Your Highness' father, which precluded the propriety of my bringing subjects of this nature before him. I had, in fact prepared a letter on the subject to His Excellency the late Vizier, which

No. 5.

To

HER HIGHNESS THE BHOW BEGUM.

Written 29th October 1813.

I have the honor to acknowledge the receipt of Your 'Highness' letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness' commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness' further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness' personal property, prescribed in the documents under Your Highness' seal, and attested by Darab Alee Khan and Baboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness' wishes in an affair in which Your Highness' satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence, and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

An account of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a loan to the Honorable Company's Government at 6 per cent. per annum, to commence from the 1st of Zeiheeja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250—Ditto annually, 6,51,000.

PENSIONERS.	Monthly.	Annually.
	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
His Royal Highness Mirza Soleyman Shekoh . . .	6,000 0 0	72,000 0 0
The Nawab Shums-ood-Dowlah, with family and dependents, viz.:—		
His former allowance	<i>Rs. a. p.</i> 14,171 14 0	
Increased ditto	2,494 12 6	
	16,666 10 6	2,00,000 0 0
The dependents of the late Shums-oon-Nissa Begum, 15 in number	4,000 0 0	48,000 0 0
Mirza Shahamut Alee Khan	2,800 0 0	33,600 0 0
Mirza Mendoo	1,647 0 0	19,764 0 0
The family of the late Mirza Alee Khan and Salar Jung	6,749 13 9	
Deduct from the above, on account of the stipend of Mirza Tuckee's mother and Moozuffur Alee Khan and Mirza Ishmael, &c., &c, Bunnoo Begum Shums-oon-Nissa and Furzana Khanum	22 0 0	
	6,727 13 9	80,734 3 0
Mirza Cossim Alee Khan, viz.:—		
His former allowance	2,847 10 6	
Increased ditto	551 5 6	
	3,399 0 0	40,788 0 0
Akbar Alee Khan and Usghur Alee Khan	2,109 6 0	25,312 8 0
Teyubban Begum and 14 persons, viz.:—		
Allowance	3,299 2 6	
Deduct fees at the Treasury	33 0 0	
	3,266 2 6	39,193 14 0
Mirza Ramzan Alee Khan	4,900 0 0	
Deduct fees at the Treasury	49 0 0	
	4,851 0 0	58,212 0 0
Hooseyn Alee Khan, son of the late Hyder Beg Khan, 42 persons	2,000 0 0	24,000 0 0
Dependents of the late Tehseen Alee Khan, 19 persons	775 0 0	9,300 0 0
	54,242 0 9	6,50,904 9 0
Balance	7 13 3	95 7 0
Rupees	54,250 0 0	6,51,000 0 0

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

forms the ground work of this address to Your Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious propriety, be reserved for an occasion of personal conference hereafter, if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her Jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness's heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to Your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, Your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness' cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness' seal, and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness' mind to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness' government, I have been commanded by His Excellency the Right Honorable the Governor-

No. LIII.

TREATY between HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK REFAUT-ODD-DOWLAH, RUFEE OOL MOOLK, GHAZEE-ODD-DEEN, HYDER KHAN BEHAUDER, SHEHAMUM JUNG and the BRITISH GOVERNMENT, for the transfer to His Excellency of the District of KHYREEGUR and of certain lands conquered by the British Government from the RAJA of NEPAUL, in commutation of HIS EXCELLENCY'S second loan to the BRITISH GOVERNMENT, and for the exchange of the Pergunnah of HANDIA, belonging to HIS EXCELLENCY the VIZIER, for that of NABOBGUNGE, belonging to the BRITISH GOVERNMENT settled by HIS EXCELLENCY THE NABOB VIZIER on his own part, and by RICHARD STRACHEY, BRITISH RESIDENT at the COURT of HIS EXCELLENCY, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE the EARL of MOIRA, K.G., GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*1st May 1816.*

ARTICLE 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

ARTICLE 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government to His Excellency of one crore of rupées, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgments granted to His Excellency will be returned.

their heirs in perpetuity, without any deduction whatever. Considering you as my sincere friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

No. LII.

FROM

HIS EXCELLENCY THE VIZIER.

Received 28th November 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original suggestion, Teyyuba Begum should be included in the list, and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

No. LIV.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZUFFUR MORZOOD DEEN GHAZEE-OD DEEN HYDER SHAH, KING of OUDE, and the BRITISH GOVERNMENT on account of a sum which the former has given as a loan to the HONORABLE COMPANY, settled by HIS MAJESTY on his part, and by M. RICKETTS, ESQ., RESIDENT at the COURT of the KING of OUDE, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*17th August 1825.*

ARTICLE 1.

His Majesty the King of Oude has given as a loan, for ever, to the Honorable Company, one crore of Rupees, the interest whereof being five lakhs of Rupees per annum, will be paid from the 1st of Mohurram, 1241 Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum though the British Government may reduce their interest below or raise it above the aforesaid rate.

ARTICLE 2.

This loan is made in perpetuity; the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

ARTICLE 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

ARTICLE 4.

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

ARTICLE 5.

This Agreement having been settled by His Majesty the King of Oude for himself and by M. Ricketts, Esq., Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by

Camp Kurnaul, the 2nd January 1815.

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-
(Persian version omit- Mumalik, Refaut-ood-Dowlah, Rufee-ool-Moolk,
ted.) Mirza Ghazee-ood-Deen Hyder Khan Behaudur,
Shahamut Jung, did, on the 24th day of December last, pay into the Honorable
Company's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Luck-
now Sicca Rupees 58,50,000) fifty-eight lakhs and a half,* which is to be
accounted for to His Excellency or order in manner following:—Interest on
the principal, at the rate of six per cent. per annum from that date to the
30th June 1815, will be paid to His Excellency at the Honorable Company's
Treasury at Lucknow, or at his option, be added to the principal, His Ex-
cellency paying or receiving the fraction of 100 Lucknow Sicca Rupees, so
that the amount may be brought to even hundreds, and for the principal
alone, or with interest so added, as the case may be, a Promissory Note, to
be dated the 30th of June 1815, will be granted, paying conformably to the
conditions of the advertisement published in the *Calcutta Gazette* of the
1st of July 1814.

L. S.

(Sd.) MOIRA.

By His Excellency the Right Honorable the Governor-General.

(Sd.) C. M. RICKETTS,

Secy. to the Governor-General.

By His Excellency the Right Honorable the Governor-General.

(Sd.) G. SWINTON,

Persnl. Secy. to the Governor-General.

* The acknowledgment for the other half crore cannot be found.

sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs, according to the laws of inheritance, in conformity to the tenets of the Shecas. The allowances which are assigned to his wife, one son, and a daughter, from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately; and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs. 2,000).

This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Shecas.

Nabob Aulecah Begum, the daughter of the said Nabob, Rupees one thousand (Rs. 1,000).

According to the foregoing rule.

Ameen-ood-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs. 2,000).

Ditto ditto ditto.

Done at Lucknow, the 1st Mohurrum, 1241 Hegira, corresponding with the 17th August 1825.

(Sd.) MORDANT RICKETTS, *Resident.*
 „ AMHERST.
 „ J. H. HARRINGTON.
 „ W. B. BAYLEY.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Thirtieth day of September, One Thousand Eight Hundred and Twenty-five A. D.

(Sd.) GEO. SWINTON,
Secretary to Government.

NO. LV.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the GOVERNMENT of the HONORABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, RESIDENT at LUCKNOW, in respect to a sum HIS MAJESTY has advanced in loan,—*1st March 1829.*

ARTICLE I.

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand.

ARTICLE 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye), which forms part of His Excellency's District of Pertaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizer for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May 1816, corresponding with the 2nd of Femmady-oo-Sanee, 1231 Hegira.

Seal of
Ghazee-ood-
deen Hyder.

Seal of
the Governor-
General.

(Sd.) MOIRA.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

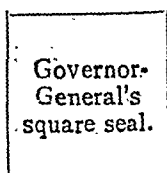
Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council.

(Sd.) JOHN ADAM,
Secretary to Government.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

Given on the 1st March 1829, corresponding with the 24th. Shaban 1244 Hegira..



(Sd.) M. RICKETTS, *Resident.*
 „ W. C. BENTINCK.
 „ W. B. BAYLEY.
 „ C. T. METCALFE.

Ratified by the Right Honourable the Governor-General in Council; at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

(Sd.) A. STIRLING,
Secretary to Government.

No. LVI.

DEED of AGREEMENT between the KING OF OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow,—12th December 1833:

First.—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and, further, seeing that the vanities of life are fading, and perish in the using and leave no trace behind, and it is not only becoming and proper, but gratifying to the best feelings of the mind to leave a memorial behind, agreeably to the saying, that it is better for a "man to leave a name behind him than a Golden Palace:" His Majesty the King of Oude, Aboon Nuseer, Kootboodeen Solyman Jah Sultani Audil Nowsherewan Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his capital, the city of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

him, to His Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude a copy of the same, under the seal and signature of the Right Honorable the Governor-General in Council, when that executed by the Resident will be returned.

Interest Rupees Five Lakhs per annum, by Solar Years.

Twelve months, at per month Rupees forty-one thousand six hundred and sixty-six, ten annas, and eight English pie (Rs. 41,666-10-8).

To the persons attached to the new Imambareh, called Imambareh Nujuf Ushruf, according to a separate detail, Rupees one thousand one hundred and thirty-seven, ten annas, and eight pie (Rs. 1,137-10-8).

This sum will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah or officers will be kept or discharged at the pleasure of the superintendent.

Nabob Mobaruk Muhul, Rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begum Nabob Mobaruk Muhul during her life-time, and after her demise one-third of the allowances will be paid to any person, or for any purpose, she may will: the remaining two-thirds and whatever may be the saving of the one-third agreeably to the will, which will be an addition to the two-thirds, or in case of her not making a will, the whole allowance is to be divided into two equal parts, one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge on the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begum, Rupees two thousand five hundred (Rs. 2,500).

To be given during the life-time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, Rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, Rupees one thousand (Rs. 1,000).

Ditto ditto.

The servants and dependents of Surfraz Muhul, as per separate list, Rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, Rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his

defend the Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops : and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force ; and whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both States, should be introduced ; and whereas the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment : and whereas Article 6th of the Treaty of 1801 requires that the Sovereign of Oude always advising with, and acting in conformity to, the counsel of the Officers of the Honourable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation : and whereas the infraction of this essential engagement of the Treaty, and inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified ; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor-General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs ; and this agreement is to hold good from generation to generation to the end of time.

ARTICLE 1.

Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive.

ARTICLE 2.

The Honourable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies ; but it will be proper

ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent. per annum in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal:—

	Per mensem.	Per annum.
Nabob Mulky Zemana	10,000	1,20,000
„ Tauj Muhl	6,000	72,000
„ Mookhuddaree Aulia	6,000	72,000
„ Sultan Aulia, sister of the Prince	4,000	48,000
	<u>26,000</u>	<u>3,12,000</u>

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before-mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

Second.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

Third.—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

Fourth.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

Fifth.—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of Rupees, at four (4) per cent., amounting monthly to one thousand (1,000) Rupees, shall, from the 1st May 1883, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

Done this Twelfth day of December, Eighteen Hundred and Thirty-three (1833), at Fort William in Bengal.

NO. LVII.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOL FUTTEH MOEEN-OD-DEEN NOW-SHERE-WANI-AUDIL SULTANI ZAMAN MAHAMMUD ALLI SHAH, KING of OUDE,—11th September 1837.

Whereas by the subsisting alliance between the Honourable the East India Company and the Oude States, the British Government is bound to

Eight Princes and their Muhuls—contd.

	Brought forward	21,600
Mirza Rufeeshan, per month 300, per annum	.	3,600
Mirza Furkhoonda Bukht, per month 300, per annum	.	3,600
Mirza Hoomayoon Bukht, per month 300, per annum	.	3,600
Nowab Wuzeer Buhoo, per month 100, per annum	.	1,200

Seven Princesses.

Nowab Sooltan Auleea Begum, per month 400, per annum	.	4,800
Nowab Sooltan Roushan Ara Begum, per month 400, per annum	.	4,800
Nowab Zeenutoonnissa Begum, per month 300, per annum	.	3,600
Nowab Gowher Ara Begum, per month 300, per annum	.	3,600
Nowab Sooltan Begum, per month 300, per annum	.	3,600
Nowab Fakhuroonnissa Begum, per month 300, per annum	.	3,600
Nowab Zeeboonnissa Begum, per month 300, per annum	.	3,600

Eight Miscellaneous Persons.

Nowbatee Khanum, per month 40, per annum	.	480
Nowbaher, per month 40, per annum	.	480
Hameedu Khanum, per month 40, per annum	.	480
Pearee Khanum, per month 40, per annum	.	480
Wafatee Khanum, per month 40, per annum	.	480
Goolchera, per month 33, per annum	.	396
Shurufoddowlah Mohummud Ibrahim Khan, per month 111, per annum	.	1,332
Azeemoollah Khan, per month 222-10-8, per annum	.	2,670
Total, Rupees per month, 5,666-10-8, per annum	.	68,000

ARTICLE 4TH.

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude.

ARTICLE 5TH.

Should any of the said pensioners or his or her heirs reside in the territory of the British Government, the Resident at Lucknow shall remit to him or her the established pension.

ARTICLE 6TH.

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE 3.

The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of golundauze, for whose regular payment a suitable arrangement will be made.

ARTICLE 4.

The Government of Oude will fix the sum of sixteen (16) lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third (3rd) Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen (16) lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.

ARTICLE 5.

The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE 6.

This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

No. LVIII.

DUPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MOEEN-OD-DEEN, SOOLTAN OZZAMAUN NOWSHEIRWANI AUDIL MOHUM-MUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity,—*22nd November 1838.*

ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company, has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

ARTICLE 2ND.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

ARTICLE 3RD.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

Seven Ladies of the Royal Palace.

Mulkae Jehan Fulkhroozaman Nowab Hameeda Sultan Begum, per month	
400, per annum	4,800
Nowab Huzoor Khanum, per month 100, per annum	1,200
Nowab Ameer Khanum, per month 100, per annum	1,200
Nowab Oomrao Khanum, per month 100, per annum	1,200
Nowab Wuzeer Khanum, per month 100, per annum	1,200
Nowab Nourozee Khanum, per month 100, per annum	1,200
Nowab Padshah Khanum, per month 100, per annum	1,200

Eight Princes and their Muhuls.

Mirza Khoorrum Bukht, 300; Nowab Oomrao Buhoo, 100; per month	
400, per annum	4,800
Mirza Azeemooshan, 300; Nowab Amar Buhoo, 100; per month 400,	
per annum	4,800

Carried over . 21,600

PART III.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE
TERRITORIES COMPRISED WITHIN, OR IN POLITICAL RELATION WITH,
THE
LIEUTENANT-GOVERNORSHIP OF BENGAL.

I.—BENGAL.

IN 1599 an Association was formed to trade with the East Indies, and on the 31st December 1600 they obtained from Queen Elizabeth an exclusive charter of privilege, constituting them a body politic and corporate, by the name of "The Governor and Company of Merchants of London trading to the East Indies."

The Company's first factory was established at Surat.

In 1624 a Farman was obtained from the Moghal Emperor Jahangir, permitting the English to trade with Bengal, but restricting them to the port of Pipli in Midnapur. The regular connection of the Company with Bengal, however, did not commence till 1642, when a factory was established at Balasor; and in 1652 permission was obtained for unlimited trade, without payment of customs, on an annual payment of Rs. 3,000.

In 1661 Charles II granted a new charter, vesting the Company with power to make peace or war with any Prince, not Christian, and to seize and send to England unlicensed traders. A fresh charter was again granted in 1693, confirming the exclusive privileges of the Company for twenty-one years. In 1698 a rival Company was formed, known as the new or "English Company," which amalgamated with the old or "London Company" in 1702, and the two parties took the name of "The United Company of Merchants trading to the East Indies."

During the administration of Shaista Khan, Subadar of Bengal, the English were subjected to much oppression. Shaista Khan exacted a duty of $3\frac{1}{2}$ per cent. on their merchandise, and his officers arbitrarily extorted

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-ool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document, shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Ramzan, One Thousand Two Hundred and Fifty-Four Hajira.

(Sd.) J. Low, *Lieut.-Colonel,*
Political Resident at Lucknow.

No. LIX.

DEED of TRUST (*dated 23rd November 1839*) on the part of HIS MAJESTY ABDOOL FUTTEH MOOEENOODDEEN SOOLTAN OZZAMAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, KING of OUDE, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect :—

ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honourable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah

In 1758 the Shahzada, afterwards Shah Alam, fled from Dehli, in consequence of some dispute with his father, the Emperor Alamgir II, and entered into a league with the Subadars of Oudh and Allahabad for the conquest of the Lower Provinces. The Prince entered Behar with about 40,000 men, and laid siege to Patna.

Mir Jafar was greatly alarmed, and Clive marched to his aid with what force he could muster. The terror of Clive's name was sufficient, and ere he reached Patna the Shahzada's army had almost entirely dispersed. As a reward for this service Mir Jafar granted Clive the quit-rent, about three lakhs per annum, which the Company had agreed to pay for the zamindari of Calcutta.*

In 1759 an armament of seven ships from Batavia unexpectedly made its appearance in the mouth of the Hugli. Mir Jafar had secretly encouraged the Dutch to send this force. He was alarmed at the growing power of the English, and wished to counter-balance it with that of the Dutch, while the latter were eager to share in the wealth which the British had acquired in Bengal. Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied that, if he allowed the Batavian armament to join the garrison at Chinsura, the Nawab would throw himself into the arms of his new allies, and the English ascendancy in Bengal would be exposed to serious danger. To prevent this he obtained from the fears of the Nawab a mandate, directing the newly arrived armament to leave the river. Under the authority of this order, and with the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water. They were completely defeated, and all their ships were taken. A Convention (No. LXIV) was then signed, by which the Dutch agreed to pay an indemnity, and the English to restore their ships and property. An Agreement (No. LXV) was at the same time made between the Nawab and the Dutch, which was guaranteed by the Governor in Council of Fort William.

To meet his pecuniary engagements Mir Jafar had recourse to the severest exactions. He resigned himself to unworthy favourites; and it became necessary to depose him in favour of his son-in-law Mir Kasim Ali Khan, with whom a Treaty (No. LXVI) was concluded on the 27th September 1760. By this treaty the British obtained possession of Bardwan, Midnapur, and Chittagong.

Serious disputes arose between Mir Kasim and the English regarding the

* See Appendix.

	Per mensem.	Per annum.	
Brought forward ...	...	...	6,000
<i>To the three Daughters-in-law :—</i>			
Mulkae Duhr Nowab Khakan Bahoo	100	1,200	
Mulkae Asar Nowab Kysur Bahoo	50	600	
Mulkae Aulum Nowab Khoosroo Bahoo	50	600	2,400
<i>To three Ladies of the Muhul :—</i>			
Nowab Oomda Khanum	40	480	
" Mootee Khanum	30	360	
" Muhboobum Khanum	30	360	1,200
<i>To the under-mentioned individuals :—</i>			
Nowab Moonowur-ood-Dowlah Mookurram-ool-Moolk Ahmed Allee Khan Bahadoor Julfakar Jung.	300	3,600	
Iftikar-oon-Nissa, wife of Nowab Moonowur-ood-Dowlah Ahmed Allee Khan Bahadoor.	200	2,400	
Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor . . .	30	360	
Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor.	30	360	
Attaoollah Khan Bahadoor	40	480	7,200
<i>For the expenses of Hossainabad Moobaruk, the Inn and the Tank and their dependencies, as follows :—</i>			
For the expenses of Hossainabad Moobaruk and its Dependencies.	2,000	24,000	
For the repairs of the new road	500	6,000	30,000
<i>Fizza African and Emauman, wives of Azeemoollah Khan Bahadoor, as follows :—</i>			
Fizza African	50	600	
Emauman	50	600	1,200
TOTAL Rs. . . . .	...	...	48,000

ARTICLE 2ND.

As the pensioners enumerated in this deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 1ST.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees, at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffer-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal.

ARTICLE 2ND.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentlemen who may be in the service of this Government.

ARTICLE 3RD.

Although the Mutawully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annually accounts respectively of receipts and disbursements, etc., to the Dewanee Duffei of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

Dated 20th Zeckad, 1255 Higree, corresponding with the 26th of January 1840.

King's
Seal.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant Resident.

In accordance with the provisions of the Treaty* of Kiel, dated the 14th January 1814, between Great Britain and Denmark, the town of Serampur and the Danish possessions attached thereto were restored to Denmark (No. LXXXI). The British Government again obtained possession of Serampur by the Treaty of the 22nd February 1845 (No. LXXXII) with Denmark.

On the 7th March 1815 a Convention (No. LXXXIII) was signed between Great Britain and France, by which the supply of salt, opium, and saltpetre to the French establishments, in India were regulated. To give full effect to this convention another Convention (No. LXXXIV) was agreed upon on the 13th May 1818 between the Administrators of the French establishments in India and the Government of Fort St. George, by which the manufacture of salt in the French possessions throughout India was to cease during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs. 14,000) were to be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such a quantity of salt as would suffice for the domestic use of the inhabitants of the French settlements in

V. Those colonies, factories, and establishments which are to be ceded to His Royal Highness the Prince Sovereign of the United Netherlands by His Britannic Majesty, in the Seas or on the Continent of America, shall be given up within three months, and those which are beyond the Cape of Good Hope, within the six months which follow the ratification of the present Convention.

ADDITIONAL ARTICLE—II.

ADDITIONAL ARTICLE.

II. The small district of Baranagar, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city, the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered, by Commissioners to be appointed by the respective Governments, to be just and reasonable, with reference to the profits or revenue usually derived by the Dutch Government from the same.

The following Article has reference to India :—

III. His Majesty the King of the United Kingdom of Great Britain and Ireland consents to restore to His Danish Majesty all the possessions and colonies which have been conquered by the British arms in this present war, except the Island of Heligoland which His Britannic Majesty reserves to himself with full and unlimited sovereignty.

Additional Articles signed at Liege, 7th April 1814.—

I. The evacuations, cessions, and restitutions, stipulated by the above-mentioned Treaty, shall be executed in Europe within a month, in the seas of America within three months, and in the continent and seas of Asia within six months, after the ratification of the Definite Treaty.

II. It is further agreed that in all the cases of cession stipulated, there shall be allowed to the inhabitants, of whatever condition or nation they may be, a term of three years, reckoning from the ratification of the present Treaty, to dispose of their property, acquired and possessed whether before or in the course of the war; during which term of three years they shall be at liberty freely to exercise their religion, and to enjoy their property. The same facility is granted within the countries restored, to all persons, inhabitants or others, who shall have formed any establishments during the time which these countries were possessed by Great Britain.

* This Treaty will be found in Hertslet's Treaties, Vol. I., pp. 229-235.

large sums from the factors, until in 1685 it was resolved to seek redress by force of arms. The hostile attitude of the English exasperated the Emperor Aurangzeb, who ordered that they should be expelled from his dominions. The Company's factories were seized, and their affairs were brought to the brink of ruin, when negotiations for peace were set on foot, and a reconciliation was effected.

In 1698 the English obtained permission from Azam-ush-Shan, grandson of Aurangzeb and Governor of Bengal, to purchase the towns of Sutanati, Govindpur and Calcutta. The sanad is not supposed to be extant; but it is more a matter of antiquarian interest than of historic importance.

In 1756 Nawab Siraj-ud-Daula became Subadar of Bengal in succession to his grandfather, Alivardi Khan. He had previously manifested aversion to the English. The Governor of Calcutta refused to deliver up one of the principal officers of finance under the Nawab's late uncle, the Governor of Dacca, whom the Nawab had resolved to plunder, whereupon Siraj-ud-Daula attacked and captured Calcutta on the 20th June. One hundred and forty-six English fell into his hands and were thrust into "The Black Hole," where all, save twenty-three, perished in the night. On the 2nd January 1757 Calcutta was re-taken by a force from Madras under Clive and Admiral Watson, and on the 4th of February the Nawab's army was surprised and defeated by Clive. Overtures were then made by the Nawab, and on the 9th February 1757, a Treaty (No. LXI) was concluded, by which the Nawab agreed not to molest the Company in the enjoyment of their privileges; to permit all goods belonging to the Company to pass freely by land or water, without paying any duties or fees; to restore the factories and plundered property; to permit the Company to fortify Calcutta; and to establish a mint. Three days later a Contract (No. LXII) with the Nawab, offensive and defensive, was signed.

War having broken out between France and England, Clive attacked the French settlement of Chandarnagar. Siraj-ud-Daula furnished the French with arms and money, and was preparing to make common cause against the English. At this juncture a confederacy was formed among Siraj-ud-Daula's chief officers to depose him. The English joined this confederacy and concluded a Treaty (No. LXIII) with Mir Jafar Ali Khan. At the battle of Plassey, which was fought on the 23rd June 1757, the power of Siraj-ud-Daula was completely broken, and Mir Jafar was installed by Clive as Subadar of Bengal with the title of Nawab.

No. LXI.

TREATY and AGREEMENT with SERAJAH DOWLA,—1757.

Monsoor-ul-Mulck
Serajah Dowla Shah Kuly
Khan Behauder, Hybut
Jung, servant of King
Aalum Geer, the
Invincible.

LIST OF DEMANDS.

ARTICLE 1.

That the Company be not molested upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force.

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah, be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars.

ARTICLE 2.

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever; and that the Zemindars, Chokeydars, Guzerbauns, etc., offer them no kind of molestation upon this account.

ARTICLE 3.

That restitution be made the Company of their factories and settlements at Calcutta, Cossimbazar, Dacca, etc., which have been taken from them.

That all money and effects taken from the English Company, their factors, and dependents, at the several settlements and aunges, be restored in the same condition. That an equivalent in money be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine.

Signed seven times.

Agreed to according to the tenor of the Firmaund.

Agreed to according to the tenor of the Firmaund.

It is agreed to.

Whatever has been seized by the Government, it is agreed shall be restored.

right of the servants of the Company to trade and to have their goods passed free of duty, and these disputes led at last to war. Negotiations were opened with Mir Jafar, and on the 10th July 1763 a Treaty (No. LXVII) was executed between him and the Company. Mir Kasim, after sustaining a series of defeats, and revenging himself by the murder of his English prisoners, fled to Oudh, and eventually to Delhi, where he died in great indigence and obscurity in 1777.

In 1764 Mir Jafar agreed to pay five lakhs a month (No. LXVIII), in addition to the sums for which he had contracted in the recent treaty, towards the expense of the war, which was then being carried on against the Wazir of Oudh, who, with the Emperor Shah Alam, had espoused the cause of Mir Kasim.

Mir Jafar died in January 1765, and was succeeded by his son, Najm-ud-Daula, with whom a new Treaty (No. LXIX) was concluded, by which the Company took the military defence of the country entirely into its own hands, and among other conditions the Nawab bound himself to appoint, by the advice of the Governor and Council, a deputy to conduct the government, who should not be removable without their consent.

In 1764 the army of Shuja-ud-Daula, the Wazir of Oudh, who, under the pretence of assisting Mir Kasim, had invaded Behar, was completely routed, and the Wazir was obliged to throw himself on the generosity of the English. The whole of his dominions were restored to him, except Allahabad and Kora, which were given to the Emperor of Delhi, who, on his part, conferred the Diwani of Bengal, Behar, and Orissa on the Company by Imperial Farman (No. LXX); the English became security for the regular payment of twenty-six lakhs a year by the Nawab, and agreed to allow the Nawab the annual sum of 53,86,131 Sicca Rupees for the support of the Nizamat.

Najm-ud-Daula died on the 8th May 1766, and was succeeded by his brother, Saif-ud-Doula, a youth of sixteen. A Treaty (No. LXXI) was concluded with him, by which he ratified the treaties formerly concluded with his father and brother, and the Company agreed to support him in the Nizamat, and to allow him an annual stipend of Rs. 41,86,131.

Saif-ud-Daula was succeeded in 1770 by his brother, Mubarak-ud-Daula, with whom a new Engagement (No. LXXII) was made. By this engagement the Nawab Nazim's stipend was fixed at Rs. 31,81,991. This is the last treaty which was formed with the Nawab Nazim. The office of

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awal 1170.)

We, the East India Company, in the presence of His Excellency the Nabob Monsoor-ul-Mulck Serajah Dowlah Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Behar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's factory, within the jurisdiction of the Nabob, shall go on in its former course; that we will never oppress or do violence to any persons without cause; that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers; that we will never act contrary to the tenor of the Articles agreed to by the Nabob; that we will carry on our business as formerly, and will never, in any respect, deviate from this Agreement.

PERWANNAHS AND DUSTUCKS GIVING EFFECT TO THE ABOVE
TREATY.

PERWANNAH for DUSTUCKS from SERAJAH DOWLAH, dated
the 9th Rajeb Moon.

The English Company's goods have been carried backward and forward by land and water, always through the Provinces of Bengal, Behar, and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence to interrupt their carrying their goods backwards and forwards through all the chokeys whatsoever, and not to demand any katbarra, manjor, etc., according to the King's Firmaund. Let them pass and repass without receiving a single cowrie from any of their people; and interfere not with the English Company's Gomastahs on any account, but rather take care that through all your districts their business be not obstructed in any way.

Fifteen Perwannahs of the same tenor and date were granted under the seal of the Nabob Serajah Dowla to the Rajahs and Zemindars.

PERWANNAH under the seal of the NABOB MONSOOR-UL-MULCK, SERAJAH DOWLA BEHAUDER, HYBUT JUNG, dated the 9th Rajeb (31st March 1757), in the 3rd year of the glorious Reign Mohunlol.

All goods belonging to the English Company, which by virtue of the royal mandate, used to pass and repass with the said Company's dustucks,

the restoration to the Dutch of the factories and establishments possessed by them in India and the Eastern Seas on the 1st January 1803; by an additional article the Dutch agreed to cede to the British Government the district of Baranagar on payment of an annual sum to be fixed by mutual agreement.

In pursuance of these arrangements formal Deeds of transfer were executed in the cases of Chinsura and Baranagar respectively (Nos. LXXIII and LXXIV). The transfer of Kalkapur to the Dutch remained in abeyance in consequence of their assertion of a claim for the exercise of certain prescriptive rights of sovereignty and independence within that factory, which were inconsistent with its purely commercial status.

The tenure of the Dutch was not of long duration. By articles 8 and 13 of the Treaty between Great Britain and the Netherlands, dated the 17th March 1824 (No. LXXV), the Dutch settlements in Bengal were again made over to the British Government, in whose possession they have ever since remained, and formal Deeds of transfer of the settlements of Chinsura, Falta, Kalkapur, Balasor, Dacca, and Patna* were executed (Nos. LXXVI to LXXX).

which were possessed by Holland at the commencement of the late war, *viz.*, on the 1st January 1803, in the seas and on the continents of America, Africa and Asia; with the exception of the Cape of Good Hope and the Settlements of Demerara, Essequibo, and Berbice, of which possessions the high Contracting Parties reserve to Themselves the right to dispose by a Supplementary Convention, hereafter to be negotiated according to Their mutual interests, and specially with reference to the provisions contained in the 6th and 9th Articles of the Treaty of Peace signed between His Britannic Majesty and His Most Christian Majesty on the 30th of May 1814.

II. His Britannic Majesty agrees to cede in full Sovereignty the Island of Banca, in the Eastern Seas, to the Prince Sovereign of the Netherlands, in exchange for the Settlement of Cochin and its Dependencies on the coast of Malabar, which is to remain in full Sovereignty to His Britannic Majesty.

III. The places and forts in the colonies and settlements which, by virtue of the two preceding Articles, are to be ceded and exchanged by the two High Contracting Parties, shall be given us in the state in which they may be at the moment of the signature of the present Convention.

IV. His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands, the same facilities, privileges, and protection, with respect to commerce and the security of their persons and property within the limits of the British Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

His Royal Highness the Prince Sovereign, on his part, having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands, and wishing to do His utmost to avoid anything which might affect their mutual good understanding, engages not to erect any fortifications in the establishments which are to be restored to Him within the limits of the British Sovereignty upon the Continent of India, and only to place in those establishments the number of troops necessary for the maintenance of the police.

* The deed relating to Patna is not forthcoming.

No. LXII.

AGREEMENT of COLONEL CLIVE with the NABOB, dated
February 12th, 1757 (22nd Jemadee-ul-awul).

I, Colonel Clive, Sabut Jung Behauder, Commander of the English Land Forces in Bengal, do solemnly declare, in the presence of God and our Saviour, that there is peace between the Nabob, Serajah Dowla, and the English. They, the English, will inviolably adhere to the Articles of the Treaty made with the Nabob: that as long as he shall observe his Agreement, the English will always look upon his enemies as their enemies, and whenever called upon will grant him all the assistance in their power.

No. LXIII.

TREATY with JAFFIER ALLY KHAN,—1757.

** I swear by God, and the Prophet of God, to abide by the terms of this Treaty whilst I have life.*

Meer Mahomed Jaffier Khan Behauder, servant of King Aalum Geer.
--

TREATY made with the ADMIRAL and COLONEL CLIVE (SABUT JUNG BEHAUDER), GOVERNOR DRAKE, and MR. WATTS.

ARTICLE 1.

Whatever Articles were agreed upon in the time of peace with the Nabob Serajah Dowla Monsoor-ul-Mulck Shah Kuly Khan Behauder, Sabut Jung, I agree to comply with:

ARTICLE 2.

The enemies of the English are my enemies, whether they be ~~Indians~~ or Europeans.

* These words were written in the original.

India, the French Government agreeing to sell this salt at approximately the same price as that obtained by the British Government in the adjoining districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. LXXXV) was concluded which, with trifling modifications, renewed that of 1818. In 1839 a Convention (No. LXXXVI) was signed, by which the French Government at Chandarnagar renounced their right to the supply of salt in consideration of receiving an annual payment of Rs. 20,000, and further agreed to give every facility for the sale of British salt in Chandarnagar, and to assist the British Government in realising the revenue produced by its consumption.

In 1853 a Convention (No. LXXXVII) was signed at Paris by which the boundaries of the French and English possessions round Chandarnagar were re-adjusted.

In 1884 a Convention (No. LXXXVIII) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the convention of the 7th March 1815, were converted into an annual payment of Rs. 3,000. This convention was renewed in 1889 for five years, and again in December 1893, for a similar period from the 1st January 1894 (No. LXXXIX), a fresh clause being introduced on the latter occasion under which all contraband opium seized in French territory was to be handed over to the Collector of Hugli on payment of its value, which should be calculated at the same rate as in similar cases in British India. This last convention was renewed in 1899 for a period of five years, and in 1904 and 1905 (No. XC) for a period of one and two years respectively.

The French possess jurisdiction over Gairetti, a village lying on the right bank of the Hugli, about a mile and a half to the south of Chandarnagar, and separated from it by British territory; and over two plots of land in the Balasor District; one situated in Purana Balasor, measuring about 29 acres; and the other situated in village Bainchua measuring about 9 acres, the boundaries of which were fixed in 1895.

In respect to the inhabitants of the countries restored or ceded, it is agreed that no one shall be prosecuted, disturbed, or troubled, either personally or in his property, under any pretext, on account of his political opinions or conduct, or of his attachment to either of the High Contracting Parties, or for any other cause, unless it be for debts contracted with individuals or for acts subsequent to the present Treaty.

III. The decision of every claim between individuals of the respective nations for any debts, property, effects or rights whatever, which conformably to common usage and the law of nations ought to be brought forward, shall be referred to the competent tribunals, and in such cases there shall be prompt and complete justice rendered in the countries where the claims are respectively put forth.

ARTICLE 4.

That the Company be allowed to fortify Calcutta in such a manner as they shall esteem proper for their defence, without any hindrance or obstruction.

ARTICLE 5.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of batta.

ARTICLE 6.

That these proposals be ratified in the strongest manner, in the presence of God and His Prophet, and signed and sealed to by the Nabob, and some of his principal people.

ARTICLE 7.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these Articles are kept in force, and remain unviolated.

Aaz-ul-Mulck,
Morad-ul-Dowla,
Nowrish Ally Khan
Behauder
Zahooar Jung,
a servant of
King Aalum Geer,
the Invincible.

Meer Jaffier
Khan Behauder,
a servant of
King Aalum Geer,
the Invincible.

Raja Dooundram
Behauder,
a servant of
King Aalum Geer,
the Invincible.

Witness,

Mohindar Narrain Canongo.

Witness,

Lueki Narrain Canongo.

It is agreed that
Bullion, imported
by the Company,
be coined to siccas.
In the presence
of God and His
Prophet these Ar-
ticles are signed
and sealed.

On condition that an
Agreement, under the
Company's seal, and
signed by the Company's
Council, and sworn to
according to their reli-
gion, be sent me, I agree
to the Articles which I
have countersigned.

4. PERWANNAH from JAFFIER ALLY KHAN, for the SALTPETRE

of BEHAR.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole Province of Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid Province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nuzzurana and money, for the aforesaid lands.

On the 2nd of the month of Rajeb, of the 4th year of His Majesty's Reign, a copy was entered in the Dewan's books.

Approved.

5. SUNNUD for the ZEMINDARARY of the HONORABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB ALLOW-Ö-DOWLA (commonly styled the NABOB MEER MAHOMED SADBODCK KHAN BEHAUDER, ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Mutassaddes, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that, in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ö-Dowla, Meer Mahomed Jaffer Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Hücceekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindary of the Pergunnahs above written, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pischash, etc., to the Imperial Circar, according to the endorsement from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Abra, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: that they deliver into the treasury, at proper times, the due rents of the Circar; that they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase; that they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the

On the last day of the month of Jammada-ul-Sauni, of the 5th year of His Majesty's Reign, a copy was entered in His Excellency's books.

by land or water, through the Provinces of Bengal, Behar, and Orissa, I have, at this time, granted a free currency to, in the same manner and with the same privileges as formerly; it is necessary that Your Excellency write to the Officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Cheetmarre, Moorshedabad, and Purnea, that they suffer the same goods to pass up and down the rivers without any molestation or imposition of katbarra (a tax laid upon boats) or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this.

DUSTUCK under the seal of the NABOB SERAJAH DOWLA, etc., dated the 17th Jemadee Saun (9th March 1757), in the 3rd year of the King's glorious Reign.

To all Fouzdars, Zemindars, Chowkeydars, and Overseers of the way of the Provinces of Bengal, Behar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformably to this writing.

PERWANNAH of the NABOB SERAJAH DOWLA to the HONORABLE COMPANY for erecting a Mint in Calcutta:

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur (Calcutta) shall you coin your money; it shall pass for land revenues, etc. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

[illegible]

ADDITIONAL ARTICLE.

ARTICLE 13.

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath, and execute all the above Articles, which the under-written, on behalf of the Honorable East India Company, do, declaring on the Holy Gospels and before God, that we will assist Meer Jaffier Khan Behauder with all our force, to obtain the Soubabship of the Provinces of Bengal, Behar and Orissa, and further, that we will assist him to the utmost against all his enemies whatever, as soon as he calls upon us for that end; provided that he, on his coming to be Nabob, shall fulfil the aforesaid Articles.*

SUNNUDS AND PERWANNAHS GIVING EFFECT TO THE TREATY.

I. GENERAL SUNNUD, under the Seal of JAFFIER ALLY KHAN.

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Chowdrahs, Canongoos, etc., Servants of the Government, in the Provinces of Bengal, Behar, and Orissa.

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (maafi) exempt from all duties, therefore I write :

That whatever goods the Company's Gomastahs may bring or carry to, or from, their factories, the aurungs, or other places, by land or by water, with a dustuck from any of the Chiefs of their factories, you shall neither ask nor receive any sum, however trifling, for the same. Know, they have full power to buy and sell; you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee Manghans, or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods, without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You are to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats, on pretence of the katbarra, or other duties on boats, whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzi's seal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection,

* This Article was not transmitted from India to the Company, but is to be found in the 12th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffier.

Pergunnah of Hattiaur, Circar Salee-

mabad. Division 16 Annas.

Mahal Deroobust. Amount

... 22,119 7 19 3

Pergunnah of Meida, Circar Saleemabad.

Division 16 Annas.

Mahal Deroobust. Amount

... 4,199 14 10

Pergunnah of Akbarpoor, Circar Saleem-

abad. Division 16 Annas.

Mahal Deroobust. Amount

... 2,228 15 15

Pergunnah of Shahpoor, Circar Saleem-

abad. Division 16 Annas.

Mahal Deroobust. Amount

... 3,470 12 2 2

Kissmut Pergunnah of Aboab Fouzdary,

etc. Circar Saleemabad. No Division.

2 Mahals Kissmuttea. Amount

... 1,204 12 18 2

Kissmut Pergunnah Aboab Fouzdary

and Pishcash Congo.

2 Mahals. Amount

... 1,174 11 16 3

Bherly (transferred)

... 30 1 1 3

Sairs, Hattiaur, and Meida, and Meidonmul, and Moodagotch, belong-

ing to Coot Ekkatapoor.

Division 3 Annas 11 Gundas.

Mahal Kissmuttea. Amount

... 4,501 0 0

Kissmut Pergunnah of Bellia Busseindary, Circar Saleemabad, named

Sahabnugur, in the districts of the Chuckla of Burdwan, containing the

Mouza Bhilla, and all the lands lying on the east side of the River Ganges.

Division 10 Annas.

Mahal Kissmuttea. Amount

... 2,791 11 12 2

FORM of the SIGN MANUAL.

After the receipt of the Muchuca and Zaminee, according to

custom.

Be the Sunnud granted.

FORM of the FERD HUCKREKUT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulk, Hossam-6-Dowla, Meer Mahomed Jaffer Khan Behader, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindary of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty

in Bengal, the Terrestrial Paradise: Know that the Zemindarry, Chowd-
rahy, and Talookdarry, of the countries in the subjoined list hath been
given by treaty to the most illustrious and most magnificent the English
Company, the glory and ornament of trade: the said Company will be care-
ful to govern according to established custom and usage, without any
gradual deviation, and watch for the prosperity of the people. Your duty
is to give no cause of complaint to the Recayahs of the Company; who, on
their part, are to govern with such kindness, that husbandry may receive a
daily increase, that all disorders may be suppressed, drunkenness and other
illicit practices prevented, and the Imperial tributes be sent in due time.
Such part of the above said country as may be situated to the west of
Calcutta, on the other side of the Ganges, does not appertain to the Com-
pany: Know then, ye Zemindars, etc., that ye are dependents of the
Company, and that ye must submit to such treatment as they give you,
whether good or bad, and this is my express injunction.

Twenty-four Mahals.

The Pergunnah of Mugra,		The Pergunnah of Azimabad.	
Ditto	Khasspoor.	Ditto	Moodagotcha.
Ditto	Mudenmull.	Ditto	Putchu Kollu.
Ditto	Ekktiarpoor.	Part of the Pergunnah of Shahpoor.	
Ditto	Burjuttu.	Shah Nagur.	
Part of the Pergunnah of Ghur.		Part of the Pergunnah of Mahomed Ameepoor	
The Pergunnah of Karee Jurree.		Mellung Mahal.	
Ditto	Deccan Saugeer.	The Pergunnah of Hattiaur.	
Part of the Pergunnah of Calcutta.		Ditto	Meida.
Part of the Pergunnah of Paikan.		Part of the Pergunnah of Akbarpoor.	
Part of the Pergunnah of Munpoor.		Part of the Pergunnah of Bellia.	
Part of the Pergunnah of Ameerabad.		Part of the Pergunnah of Bussindarry.	

Dated the 5th of Rabbi-ul-Sauni, anno quarto.*

(In the Nabob's own hand, serving by way of sign manual.) It is
written, Finis.

(In Maharajah Doolubrum's own hand, as Naib.) Seen.

(In Rajah Raage Bullub's own hand, as Hussoor Nevis.) The 5th of
Rabbi-ul-Sauni, anno quarto, registered in the Imperial Register.

(In Rajah Conghu Baharree's own hand, as Dewan of Bengal.) The
5th of Rabbi-ul-Sauni, anno quarto, registered in the Dewannee
Register.

owners and the criminals to condign punishment; or else, that they themselves be responsible for the said goods; that they take special care that no one be guilty of any crimes or drunkenness within the limits of their Zemindarry; that after the expiration of the year they take a discharge, according to custom, and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the duftercana of the Circar; and that they refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World).

It is their (the Muttaseddees, etc.) duty to look upon the said Company as the established and lawful Zemindars of those places, and whatsoever appertains, or is annexed to that office, as their right: in this particular be they strictly punctual.

Dated the first of Rubbi-ul-Sauni, in the fifth Sun of the Reign.
Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, 'Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd-keekut and Muchulca, signed conformably thereto, the forms of which herein fully set forth: The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise and one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Company, from the month Poos (anno 1164) in the year one thousand one hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of the English Company.

27 Mahals.

Deroobust

Kissmut

...

...

...

...

...

...

15 Mahals.

12 do.

amount, according to the account signed by the Canongoos of the

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

emindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of which has been conferred on the noblest of Merchants, the English Company represent that the inhabitants will not be out of the grant of a Sunnud, wherefore they agree to pay the sum of one hundred and one rupees (20,101) Pishcash, etc., to the Circar. In this particular what are your commands?

left an esplanade on all sides at the distance of a cannon shot; and that the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa and jaghire of the Circar, adjoin thereto; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands?

Mouzas 20½. Mahals (2 Markets) 2.

Amounting, according to the account signed by the

Canongoos of the Soubah, to ... Rs. 8,836 4 3 2

Mouza of Govindpoor, etc., belonging to the Pergunnah of Calcutta
Mouza with Kissmutteas 12.

In all 6½ Mouzas. Amount ... 2,542 14 2 3

Kerria Kissmut of Govindpoor.

Mouza of 8 annas. Amount Jaghire 338 11 16 2

Kerria Kissmut of Mirzapoor.

Mouza of 8 annas. Amount ... 131 10 17 3

Kerria Kissmut of Gunnispoor, in the bounds of
Molunga, of the Khalsa.

Mouza of 8 annas. Amount ... 171 13 19 2

Kerria Kissmut of Chowrungee of the Jaghire.

Mouza of 8 annas. Amount ... 44 8 2 2

Kerria Kissmut of Dhulland.

Mouza of 8 annas. Amount ... 227 11 12 2

Kerria Kissmut of Jella Colunda.

Mouza of 8 annas. Amount ... 266 2 13

Kerria Kissmut of Dilliah Danghee of the Jaghire.

Mouza of 12 annas. Amount ... 582 15 6 3

Kerria Kissmut of Anhattee of the Jaghire.

Mouza of 6 annas. Amount ... 184 13 16 1

Kerria Sulduah of the Jaghire.

One Mouza. Amount ... 355 13 11

Kerria Kissmut of Bharee Birjhee.

Mouza of 6 annas. Amount ... 63 4 2

Kerria Kispoorperra of the Jaghire.

One Mouza Amount ... 191 0 5

Pergunnah of Azimabad, Circar Sautgaum.	Rs.			
Division 16 Annas.				
Mahal Deroobust. Amount ...	10,000			
Pergunnah of Ghur, Circar Saleemabad.				
Division 16 Annas.				
Mahal Deroobust. Amount ...	7,420	9	15	
Pergunnah of Moodagotcha, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount ...	31,793	10		
Pergunnah of Peetcha Kollie, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount ...	3,129	4	15	
Pergunnah of Karee Jurree, Circar Saleemabad. Division 16 Annas.				
Mahal Deroobust. Amount ...	562	8		
Kissmut Pergunnah of Manpoor, Circar Saleemabad. Division 16 Annas.				
Mahal Kissmuttea. Amount ...	8,947	10	1	1
Belonging to the Company 8,856	3	1		
Ditto Remount	91	9	18	
<hr/>				
Kissmut Pergunnah of Paikan, Circar Saleemabad. Division 12 Annas.				
Mahal Kissmuttea. Amount ...	6,787	10	6	3
Kissmut Pergunnah of Ameerabad, Circar Saleemabad. Adjacent to Chitpoor Division. 3 Annas.				
Mahal Kissmuttea. Amount ...	3,650	10	9	
Kissmut Pergunnah of Havelushehr, Circar Saleemabad. The village of Seenderpoor. No Division.				
Mahal Kissmuttea. Amount ...	323	11	8	
Kissmut Pergunnah of Mahomed Ameerpoor, Circar Saleemabad. The village. No Division.				
Mahal Kissmuttea. Amount ...	184	5	10	
Kissmut Pergunnah of Mob, Salt, and Wax. Circar Saleemabad. No Division.				
Mahal Kissmuttea. Amount ...	16,702	13	1	

On the 12th day of Rubbi-ul-Sauni, a copy was entered in the Books of the Government. (G. Huzoor, or the Presence.) H.

thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, is conferred on the noblest of Merchants, the English Company, who have delivered a Muchulca and Zaminee, into the books, and petition for the Sunnud. In this particular what are you pleased to decree?

Form of the Ferd Sawal, and particulars of the Mahals have been written above.

*Pishcash of the Imperial Circar, etc.,
20,101 rupees.*

Pishcash of the Circar . . .	Rs. 12,101
Nuzzurrana Soubahdary . . .	" 5,000
Vizier's fees . . .	" 3,000

27 Mahals.

Deroobust . . . 15 Mahals.

Kissmuttea . . . 12 do.

Amount, according to the account
signed by the Canongoo of the
Soubah.

Rs. 2,22,958 10 2 3

FORM of the SIGN MANUAL.

It has been viewed.

FORM of the MUCHULCA, dated the

We, the English Company, do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Era, has been conferred on us, to the end that we attend to the rites and customs thereof, as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury in the proper times the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor house-breakers to remain within our districts and take such care of the King's highways that the travellers and passengers may pass and repass without fear or molestation. That (which God forbid) if the effects of any person be plundered or stolen we discover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign punishment, or else that we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duftercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto.

27 Mahals.

*Particulars of the Mahals have
been written in the endorsement.*

Deroobust . . .	15 Mahals.
Kissmuttea . . .	12 do.
Amount . . .	2,22,958 10 2 3

Kerria Kissmut of Bharee Serampoor of the Jaghire.

Mouza of 4 annas. Amount ... 34 5 17 1

Kissmut Mouza of Dhellunt, etc., belonging to the Pergunnah of Paikan.

Twelve Mouzas, including Kissmutteas, in all $6\frac{1}{4}$ Mouzas of the khalsa.

Amount ... 1,894 4 2

Kerria Kissmut of Dhellunt.

Mouza of 8 annas. Amount ... 253 10 12 1

Kerria Kissmut of Soota Lootee.

Mouza of 6 annas. Amount ... 113 7 1 1

Kerria Kissmut of Govindpoor.

Mouza of 8 annas. Amount ... 161 3 13

Kerria Kissmut of Chowrungee.

Mouza of 8 annas. Amount ... 97 7 0

Kerria Kissmut of Mirzapoor.

Mouza of 8 annas. Amount ... 150 8 8 1

Kerria Rocul Koorea.

One Mouza. Amount ... 178 12 1

Kerria Kissmut of Deccan Paikparra.

Mouza of 2 annas. Amount ... 15 9 15

Kerria Kissmut of Dhela Dangee.

Mouza of 4 annas. Amount ... 156 13 6

Kerria Kissmut of Anhattee.

Mouza of 10 annas. Amount ... 218 10 12

Kerria Kissmut of Jella Colunda.

Mouza of 8 annas. Amount ... 147 2 16 1

Kerria Kissmut of Bharee Birjhee.

Mouza of 10 annas. Amount ... 227 2 2

Kerria Kissmut of Bharee Serampoor.

Mouza of 12 annas. Amount ... 123 12 7

Mouza of Shimla, etc., belonging to the Pergunnah of Manpoor.

Three Mouzas entire of the Khalsa. Amount ... 331 15 11

Kerria Shimla. One Mouza. Amount 121 15 3 2

been an entire cessation of hostilities both by sea and land, according to the terms of the following Articles:—

Demands on the part of the English.

Replies on the part of the Dutch.

ARTICLE 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to Treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

ARTICLE 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions, and effects which may still be in their hands.

Executed at Garethy, the 1st December 1759.

(Signed) RICHD. BECHER.

" JOHN COOKE.

Demands on the part of the Dutch.

ARTICLE 1.

That the English shall cause their ally, the Nawab, to return, or at least

ARTICLE 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments, the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is hoped that the Governor and Council will be satisfied.

ARTICLE 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this Article in a spirit of equity. In the event of their not desisting, we shall endeavour to satisfy them.

(Signed) JOHN BACHERACHT.

" J. C. KIST.

Replies on the part of the English.

ARTICLE 1.

We have already used all our influence with the Nazim, and will con-

No. LXIV.

1759.

Au nom de la Trinité très Sainte.

A tous ceux que ces présentes concernent, ou en quelque manière peuvent intéresser, soit notoire.

Le très noble & très Respectable Président & Conseil du fort William & le très Noble & très respectable Directeur & Conseil du fort Gustavus, dans ces pais ici, témoignants un désir ardent, d'assoupir les troubles que agitent Bengale, d'obvenir aux calamités si souvent éprouvées, de faire cesser, ôter & terminer tous les obstacles & différens survenûs, & de restaurer dans leurs établissemens une tranquillité parfaite, ont pour cette fin nommés, muni de pleins pouvoirs & deputés au lieu destiné aux conférences à Garrethy, les honorables Messieurs : savoir.

Le très Noble & très Respectable Président & Conseil du fort William ; Messieurs Richard Becher & John Cooke : Conseillers du gouvernement.

Le très Noble & très Respectable Directeur et Conseil du fort Gustavus ; Messieurs Jean Bacheracht & Jean Charles Kist : Membres du Conseil Politique & de la Justice.

Lesquels, après s'avoir mutuellement assurés de leurs pleins pouvoirs expédiés en bonne forme, & conféré des différens objets que leur Principaux ici ont jugés nécessaires pour être insérés dans ce présent Instrument d'un general accommodement, finalement sont convenûs, après une délibération mure, d'une pacification, dont est issue heureusement une cessation entière de toutes les hostilités tant par mer que par terre, selon les articles dont le contenu ici suit.

DEMANDES.

de la part des Anglois.

ART. 1er.

Messieurs le Directeur & Conseil de Chintsura donneront satisfaction suffisante à Messieurs le Président & Conseil du Fort William de l'insulte offerte au Pavillon Britannique, par les Commandans des Vaisseaux Hollandois, et pour la detention de plusieurs de nos Vaisseaux, qui ont été saisis et arrêtés au bas de la Rivière contre les traités et l'alliance qui subsiste entre les deux Nations, et

RÉPONSE.

de la part des Hollandois.

Messieurs le Directeur et Conseil du Chintsura témoignent que comme ils ont toujours eu des sentimens pacifiques, les troubles qui sont entrevenus & ont altéré la bonne intelligence entre les deux Nations, ne peuvent pas produire comme ils n'ont pas produit qu'une douleur sensible, & tout ce qui s'est passé en bas par rapport au Pavillon Anglois et aux insultes qui sont commis, est sans leur ordre et

ARTICLE 5.

That all persons, possessions, establishments, lands, houses, vessels, belonging as well to the Company as to individuals, and all dependent thereon, shall be declared free, and restored in the state in which they were, in presence of the special deputies of the two parties.

ARTICLE 5.

All the vessels, barks, etc., in our possession, shall be restored as soon as our demands shall have been complied with, or an assurance given that they shall be, on the part of the Director and Council of Hooghly.

ARTICLE 6.

The ratifications shall be exchanged with approbation of the Directors on the part of the respective Companies as soon as practicable.

ARTICLE 6.

Agreed.

ARTICLE 7.

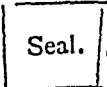
Finally, the two parties shall be reciprocally guaranteed in respect to the execution of the foregoing Articles.

ARTICLE 7.

We do not see the necessity of this Article.


Executed at Garthye the 1st of December 1759.

Executed at Garethy, the 3rd of December 1759.


 (Sd.) JOHN BACHERACHT.

(Sd.) RICHARD BECHER.

 Seal.

 „ J. C. KIST.

„ JOHN COOKE.

 Seal.

Agreed and resolved, that the French language, which has been used in some copies of the present Treaty, and which it shall become necessary to use hereafter in its execution, shall furnish no ground for any allegation to the prejudice of the respective masters and principals of the two contracting parties, but that matter shall be regulated according to the practice of the principals who are in the habit of despatching and receiving similar treaties and acts in other than the French language.

Any separate Articles which may be appended shall have the same force as if they had been inserted in the Treaty.

RATIFICATION.

We, the undersigned, accept, by these presents, the foregoing Articles of

entre les deux nations par les chefs
ables de chacune sans tolérer
Respect aucune hostilité de part, ni d'autre
aucune quelque prétexte que ce soit, que
sous qu'il fera de son mieux pour entre-
chacun cette Intelligence, & de contri-
tenir en tout ce qui pourroit aug-
menter le Bonheur de toutes les
deux : sans donner directement ou
indirectement du secours à ceux qui
voudroient nuire l'une ou l'autre.

3e.

Comme on n'a agi ni par déclara-
tion de guerre, ni par commission,
nos troupes & gens de mer, ne peuv-
ent être considérés comme prison-
niers de guerre qui soient sujets à
une capitulation, mais simplement
comme des arrêtés temporels; de
sorte qu'ils doivent être libres, et
sortir avec tous les honneurs mili-
taires.

4e.

Qu'on nous laisse dans une posses-
sion libre, tranquille & pas dimi-
nuée, de nos établissements commerce,
droits & prérogatives.

5e.

Que toutes les personnes, posses-
sions, établissements, terres, maisons,
vaisseaux, bâtimens, tant de la Com-
pagnie, qu'aux particuliers, & tout ce
qui en dépend, soient déclarés libres
& rendus en présence des Députés
des deux partis, dans l'état
qu'ils étoient.

6e.

Les Ratifications seront échangées
sous l'approbation de Messieurs les
Directeurs des Compagnies le plus tôt
qu'il sera possible.

3e.

Nous ne regardons point les
officiers et troupes Hollandoises
comme nos prisonniers; mais com-
me ceux du Nazim: Nous sommes
donc prêts à les relacher dès que le
gouvernement de Hougly ont fini
leur négociation avec le Nazim, à
l'exception de ceux qui veulent
entrer dans nôtre service, ou qui
demandent la protection du pavillon
anglois.

4e.

Nous n'avons jamais interrompu
Messieurs les Hollandois dans leurs
justes droits ou privilèges, et ne
sommes point dans l'intention de le
faire.

5e.

Tous les vaisseaux, barques, &c.,
dans notre possession seront resti-
tués dès que nos demandes seront
accordés, ou une assurance qu'ils
seront de la part de Messieurs le
Directeur & Conseil de Hougly.

6e.

Accordé.

tution mutuelle stipulée dans les prédicts Articles ; pour assoupir toutes les mesintelligences & démêlés survenus jusqu'ici ; d'ailleurs & outre cela de faire passer le contenu de cette présente Convention, autant qu'il sera nécessaire par une publication solennelle à la connoissance de tous ceux qui dépendent de nous, afin qu'elle soit dans tous ses points essentiels religieusement observée, en évitant tout ce qui pourra dans la Suite altérer, ou troubler l'amitié & le Voisinage paisible qui subsiste à présent heureusement entre nos Etablissemens respectifs rétablie.

En foi de quoi nous avons signé et munis ces présentes avec les Sceaux de nos deux Nobles Compagnies des Indes Orientales établies ici.

Donné

Donné

à

à

Hougly, le 6e Décembre 1759.

Calcutta, le 8e Décembre 1759.

AN. BISDOME.

P. VERNET.

R. B. ARMENAUT:

M. TSINCK.

J. L. V. SCHEVICHAVEN.

SN. DEHOOG.

P. W. FALCK.

ROBERT CLIVE.

C. MANNINGHAM.

W. F. FRANKLAND.

J. Z. HOLWELL.

W. MACKETT.

THOS. BODDAM.

WM. B. SUMNER.

W. MCGUIRE.

TRANSLATION.

IN THE NAME OF THE MOST HOLY TRINITY.

To all whom these Presents concern, or may in any way interest, be it known.

The most noble and most respectable President and Council of Fort William, and the most noble and respectable Director and Council of Fort Gustavus in these territories, animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated, vested with full powers, and deputed the following gentlemen to Garethy, the place appointed for the conferences :—

On the part of the most noble and most respectable President and Council of Fort William, Messrs. Richard Becher and John Cooke, Counselors of the Government.

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs. John Bacheracht and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here; and after mature deliberation, a pacification was agreed upon, the result of which has

Directore and Council that on their complying with the before going conditions, they shall hereafter be supported in all their Rights, Liberties and Prerogatives in Trade as granted them by the Phirmaunds of the Mogul.

8TH.

That they shall in future be burthen'd with no new or unusual Taxes or Contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Soubah of Patna under the title of Peshcush due for the privilege of the Trade of Salt Petre; it not being just that the said Directore and Council should continue to pay for a privilege that they do not now hold.

9TH.

That they shall have a free and uninterrupted passage for their Ships and Vessels in the River with the exception mentioned in the 4th Article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c., by land to their usual destin'd Place, with the seal of the Company and that of the Directore or Chiefs or other Servants properly qualified, without being subject to any impositions from any Phousdars, Jaguerdars, Chowkeydars, Droghers or other Officers of the Government.

10TH.

That in consequence of the several Phirmaunds by them obtained: The Dutch East India Company's Trade in the Provinces of Bengal, Bahar and Orixá shall be free and uninterrupted in all Articles whatsoever, excepting the purchase of

den Directeur en Raad, dat zodra zij zich de voorengenoemde voorwaarden hebben onderworpen, in alle húnne regelen, Vrijheden en Prerogativen, hún bij Firmaans van de Mogol ver-eend, zullen werden ondersteund.

8.

Dat zij in den aanstaande, met geene nieuwe of ongewone geld afperssingén hoe genaamt, zullen werden beláden, en voornamentlijk dat ze zullen bevryd zyn van de betaling eener Somma, hun eenige jaaren geleden door den Souba van Patna voor de privilege van den Salpeter handel, onder den naam van Peeskes afgeëischt, door dien't niet billijk zóude zyn dat gemelde Directeur en Raad zoude continu-eëren te betalen voor een privilege dat ze thans niet meer behouden.

9.

Dat ze voor húnne Scheepen en vaar tuýgen zullen hebben een vrye en on gehinderde doortogt, egter met deeze uýtzondering als byt vierde artikel vermeld staat, zo-mede over land voor húnne ossen, karren, coulys pions, casseds na húnne gewoonlijke bestemde plaatsen gaande, mits voorzien zýndē met't zegel van de comps: en dat van den Directeur opperhoofden of andere daartoe gequalificeerde Dienaren zondereenige belasting van Faúdaars, Jagierdaars, Choúkidaars, Derrogas of andere officieren van de Regeering, onderhevig te zyn.

10.

Dat ingevolge van verscheide door hún verkregene Firmaans, den handel van de Nederlandsche Oost Indische Comp: in Bengalen, Behaar en Orixá, vry en ongestoord, in alle artikelen hoegenaamt, zal worden gedre-

to remain quiet in his camp, without doing us any injury, and that the Articles of our settlement shall be approved, accepted and confirmed by the Nawab as a principal, in as far as they concern him, as well for the present as for the future.

ARTICLE 2.

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as a perfect assurance of friendship, fidelity, and communication between the two nations through the respectable Chiefs of each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation.

ARTICLE 3.

As the acts done have not resulted from a declaration of war, our troops and seamen cannot be considered as prisoners of war, subject to a capitulation, but simply as persons under temporary detention they should, therefore, be released and allowed to depart with military honours.

ARTICLE 4.

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives.

to continue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders.

The Articles agreed upon between the English and the Dutch cannot be intermixed in the Treaty which the Government of Hooghly is to conclude with the Nazim as principal.

ARTICLE 2.

Approved, so far as this Article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist between our respective Sovereigns in Europe.

ARTICLE 3.

We do not regard the Dutch Officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon as the Government of Hooghly shall have brought its negotiations with the Nazim to a close, with the exception of such of them as may wish to enter our service, or may apply for the protection of the British flag.

ARTICLE 4.

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

Culpee, Fulta or Myapore without te la
the express leave of the Nabob first daart
obtained. kelyl

5TH.

The said Deputies on the part of De
the said Directore and Council do wege
hereby renew, confirm and ratify Chins
all the conditions by them agreed on in ratific
the Treaty concluded between the waard
English Commissaries on behalf of taat g
the Nabob and the Commissaries on Commi
the part of the said Directore and eene, e
Council the 3rd of December 1759, Hougly
and more expressly and particularly Xber 17
that part which limits their forces lte welk
in Bengal to the number of one op 125
hundred and twenty-five Europeans.

6TH.

The said Directore and Council
shall now and at all times when the
Nabob may require it permit an
officer of his together with an Eng-
lish officer to review the men and
Military Stores in Chinchura and
their other Factories. Or if any
other means can be agreed on be-
tween the Governor and Council of
Fort William and the Directore and
Council of Chinchura whereby the
number of the men and the quantity
of Military Stores may be ascer-
tained to the satisfaction of the said
Governor and Council of Fort Wil-
liam so as that they may be enabled
to answer to the Nabob as to the
guarantees for the Security of his Coun-
try, in such case the Nabob will not
insist upon the review.

7TH.

The Nabob's Juna Roy Rayes
Ameed Ray on behalf of the
Nabob solemnly engages to the said

Am
way

Salt Petre of which the Nabob has granted to the English the Exclusive Priviledge.

IITH.

That the Nabob will order the account of their coinage in the mint at Cariem Abaad to be adjusted and the balance which may appear due to be discharged, and that in future their Business in the said Mint shall be carried on without molestation or hindrance, and the nett produce be delivered without any detention or unlawful deduction.

Done at Fort William, this 23rd of August 1760.

The above-mentioned Articles having been duly ratified by the Nabob on one part and on the other by the Directore and Council of Chinchura are now sign'd by us the Governor and Council of Fort William as Guarantees.

Done at Fort William, this 22nd day of September 1760.

(Signed) HENRY VANSITTART.

- " JOHN CAILLAUD.
- " WM. B. SUMNER.
- " T. Z. HOLWELL.
- " W. MCGUIRE.
- " S. VERELST.
- " S. L. SMYTH.
- " CULLING SMITH.

ven uytgenomen den Salpeter in zaam, welk voorregt den Nabab aan d'Engelsen met uytsluyting van alle andere heeft toegestaan.

II.

Dat de Nabab zal ordre geven om de rekening van hünne verstempeling in de Münt te Carriemabaad effen te stellen, en't Saldo dat blýven zal hen nog te competeeren, üýt te keeren; voorts dat in't toekomende, hünne bezigheden in de voorsz: Münt, vortgang züllen nemen zonder eenige de minste molestatie of verhindringe, en dat verdars 'tnette product, zonder de minste aan of agter houding of aftrekking voortaan zal werden afgelegd.

Gegeven in't Fort William, den 23 Augustus 1760.

(Get.) J. P. de WILDE.

" M. JOH. BACHERACHT.

Adriaan Bisdom, directeur van wegens de Edele Nederlandsche Oost Indische Maatschappý in Bengalen, Behaar en Orixá benevens ded Raad doen te weeten aan allen en eeniege-lyk die het angaat of eeniger wyze kan aangaan.

Alzoo wy't oorbaar en geraden hebben gevonden eene conventie met zýn Excellentie den Heere Jaffer Aliechan, Souja úlmulk Beadúr, Nabab der Provintien van Bengalen, Behaar en Orixá &c., &c., aante gaan, door dewelke alle zedert eenige tyd gewezenen differenten finaal in der minne mogten verreffent worden, en wy weder zouden kunnen gevoelen de vrúgten en emoluwenten eenes vrýen, ongestoorden en onverhinderden handels in deeze gewesten, zoveel als't namelyk doenlyk is en de týds omstandigheden komen te lýden voorts deeze konventie by waderzydse afgevaardigdens voorzien met een ampel bevel, op'aag en iaareals daar by vermeld Staat, in de

exchanged, containing the Articles undermentioned, between Meer Mahomed Kossim Khan Behauder and the Nabob* Shum's-ô-Dowla, Governor, and the rest of the Council, for the affairs of the English Company; and during the life of Meer Mahomed Kossim Khan Behauder, and the duration of the factories of the English Company in this country, this Agreement shall remain in force. God is witness between us that the following Articles shall in no wise be infringed by either party:—

ARTICLE 1.

The Nabob, Meer Mahomed Jaffer Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses.

ARTICLE 2.

The Neabut of the Soubahdarry of Bengal, †Azimabad and Orissa, &c., shall be conferred by His Excellency, the Nabob, on Meer Mahomed Kossim Khan Behauder; he shall be invested with the administration of all affairs of the Provinces, and after His Excellency he shall succeed to the Government.

ARTICLE 3.

BETWIXT us and Meer Mahomed Kossim Khan Behauder, a firm friendship and union is established; his enemies are our enemies, and his friends are our friends.

ARTICLE 4.

The Europeans and Telingas of the English Army shall be ready to assist the Nabob, Meer Mahomed Kossim Khan Behauder, in the management of all affairs; and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities.

ARTICLE 5.

For all charges of the Company and of the said Army, and provisions for the field, etc., the lands of Burdwan, Midnapore, and Chittagong shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid.

ARTICLE 6.

One-half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury.

* Governor Vansittart.

† Or Behar.

sepoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay to the persons appointed by the English Company the stated revenues, and implicitly submit in all things to their authority. And the office of the Collectors of the English Company is as follows:—They shall continue the zemindars and tenants in their places, regularly collect the revenues of the lands, and deliver them in monthly, for the payment of the expenses of the Company and the pay of the above mentioned forces, that they may be always ready cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st month of the Cautic 1176, Bengal style.

N.B.—Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa, and for the Thanna of Islamabad or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

2. SUNNUD under the Seal of the NABOB NASEER-UL-MULCK, &c.

To the Daroga of Chunam, to the Naib of Sylhet: Be it known, that whereas the English Company are constructing a Fort in Calcutta, and meet with great obstacles in finishing that work in the want of stone chunan: For this reason it is ordered, that of whatever quantity of chunan is produced at that place one-half (the price thereof being received agreeable to the market of that place) be delivered to the Gomastahs of the English Company for the term of three years, that no delays may be occasioned in finishing the Fort aforesaid; and the other half is to be sent for the King's service to be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st of the month Cautic 1176, Bengal style.

emergency : Besides these, the force of the English Company shall always attend me when they are wanted.

ARTICLE 7.

Wherever I shall fix my court, either at Moorshedabad or elsewhere, I will advise the Governor and Council; and what number of English forces I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me, and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 8.

The late Perwannahs issued by Kossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years shall be reversed and called in, and the duties collected as before.

ARTICLE 9.

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta; and whosoever shall demand batta shall be punished.

ARTICLE 10.

I will give thirty lakhs of rupees to defray all the expenses and loss accruing to the Company from the war and stoppage of their investment; and I will reimburse to all private persons the amount of such losses, proved before the Governor and Council, as they may sustain in their trade in the country. If I should not be able to discharge this in ready money, I will give assignments of land for the amount.

ARTICLE 11.

I will confirm and renew the Treaty which I formerly made with the Dutch.

ARTICLE 12.

If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, Zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 13.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs in the different parts of the country and my officers.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the

ARTICLE 4.

From the neighbourhood of Calcutta to Hooghly, and many of their Pergunnahs bordering upon each other, it happens that, on complaints being made, people go against the talookdars, ryots, and tenants of my town, to the prejudice of the business of the Circar; wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one upon my talookdars or tenants; but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hooghly that the country may be subject to no loss or devastations; and if any of the traders, which belonged to the Bucksbunder and Azimgunge, and have settled in Calcutta, should be desirous of returning to Hooghly, and carrying on their business there as formerly, let no one molest them. Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan; for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE 5.

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses.

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, ~~Moor-ul-Hind~~ med Jaffier Khan Behauder, Mahabut Jung, written in five ~~parts~~ ~~parts~~ President and Council of the ~~Board of Directors~~ ~~Board of Directors~~

Ally Khan, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles:—

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of their Governor and Council as his own, and granting perwannahs for the currency of the Company's trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm.

ARTICLE 2.

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs: And as Mahomed Reza Khan, the Naib of Dacca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen; and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

ARTICLE 3.

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches as may appear proper; and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony hereof, I do further consent that the appointment and dismissal of the Muttaseddees of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council; and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honor, my people everywhere be happy, and their grievances be redressed.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The

expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount : and having a perfect reliance on ul Miaeen Dowla, I desire he may have the disbursing of the above sum of Rupees 36,07,277-8 for the purposes before-mentioned. This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

FORT WILLIAM; }
 30th September 1765. }

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S.S.C.

NO. LXXI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYEF-UL-DOWLA,—1766.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nawab "Nudjum-ul-Dowla," the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar and Orissa, as a free gift for ever ; and I, having an entire confidence in them, and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company

grievance to the country; and after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it.

ARTICLE 10.

I will allow no Europeans whatever to be entertained in my service, and if there already be any, they shall be immediately dismissed.

ARTICLE 11.

The kistbundee for payment of the restitution to the sufferers in the late troubles as executed by my father, I will see faithfully paid. No delays shall be made in this business.

ARTICLE 12.

I confirm and will abide by the Treaty which my father formerly made with the Dutch.

ARTICLE 13.

If the French come into the country I will not allow them to erect any fortifications, maintain forces or hold lands, zemindarries, &c., but they shall pay tribute, and carry on their trade as in former times.

ARTICLE 14.

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country.

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof; and the Nabob before-named hath set his hand and seal to another part.

(A true copy.)

(Signed) W. MAJENDIE,

Secretary.

MEM.—This Treaty was executed by the President and Council of Fort William on the 20th of February 1765, and by the Nabob on the 25th of the same month.

No. LXX.

1. FIRMAUND from the KING SHAH AALUM, granting the DE-WANNY of BENGAL, BEHAR, and ORISSA to the COMPANY, —1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that whereas, in consideration of the attachment and

(a) FIRMAUND from the KING SHAH AALUM for the DEWANNY
of the PROVINCE of BENGAL,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience is issued; that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy-ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Faloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign Manual, we have granted the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, without the association of any other person from the beginning of the Rubby Tuccacooy-ul of the Bengal year 1172.

Fort William, 30th September 1765.

(Sd.) *ALEXANDER GORDON, Esq.*

3. ARTICLES of AGREEMENT between the KING SHAH AALU and the COMPANY.

The Nabob Nudjum-ul-Dowla agrees to pay His Majesty out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lakhs of Rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments, amounting to Rupees 2,16,666-10-0 per month; the first payment to commence from the 1st of September of the present year; and the English Company, in consideration of His Majesty's having been graciously pleased to grant them the Dewanny of Bengal, &c., do engage themselves to be security for the regular payment of the same. It shall be paid month by month from the treasury at Patna to Rajah Chitab or whomsoever His Majesty may think proper to nominate, the bills forwarded by him to the Company. If the Nabob should be invaded by any enemy, the sum made out of the stipulated revenue shall be paid to the Company, and shall be sustained.

in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,666-10-9; and to me, Syef-ul-Dowla, the annual stipend of Rupees 41,86,131-9, *viz.*, the sum of Rupees 17,78,854-1 for my house-servants and other expenses indispensably necessary; and the remaining sum of Rupees 24,07,277-8 for the support of such sepoy, peons, and bercundauzes as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram and Juggat Seat, shall continue in the same post and with the same authority; and having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees 24,07,277-8 for the purposes above mentioned.

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

Dated this 19th day of May, in the year of our Lord 1766.

(Signed) W. B. SUMNER.

„ H. VERELST.

„ RANDOLPH MARRIOTT.

„ H. WATTS.

„ CLAUD RUSSELL.

„ W. ALDERSEY.

„ THOMAS KELSALL.

„ CHARLES FLOYER.

ARTICLE 3.

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post, and with the same authority; and, having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees sixteen lakhs for the purposes above mentioned.

This Agreement (by the blessing of God) shall be inviolably observed for ever.

Dated this 21st day of March, in the year of our Lord 1770.

(Signed) JOHN CARTIER.

(Signed) JOHN CARTER.

" RICHARD BECHER.

" FLEMMING MANN,

" WILLIAM ALDERSEY.

" GLENN J. J. J.

" CLAUD RUSSELL.

" THOMAS J. J.

CLAUD RUSSELL.

THOMAS J. J.

No. LXXIV.

AGREEMENT regarding BARNAGORE,—1817.

We, the undersigned British and Netherlands Commissioners, appointed by our respective Governments to adjust the amount of the annual sum which is to be paid by the British Government in consideration of the cession of the district of Barnagore conformably to the provisions contained in the second additional article of the convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814, taking for a liberal basis of adjustment the average annual revenue yielded during a period of twelve years under the Dutch Government according to the accounts kept and recorded in the Accountant's Office at Chinsurah and according to other sources of information; deducting therefrom the annual amount of ground rent paid by the Dutch East India Company, and also the expenses incurred for the necessary Police establishments at Barnagore, do consider that the payment of the sum of six thousand and five hundred rupees annually by half-yearly payments to the King of the Netherlands would be a just and reasonable compensation for the cession of the above-mentioned district of Barnagore conformably to the provision of the 2nd additional article of the convention, and do accordingly hereby agree to submit this our deliberate opinion for the approbation and sanction of the respective authorities under which we act.

Nous soussignés Commissaires Britannique et Neerlandais, appointés par nos Gouvernements respectifs pour fixer le montant de la somme annuelle que le Gouvernement Britannique payera en considération de la cession du district de Barnagore en conséquence des accords contenus dans le second additionnel article de la convention conclue entre Sa Majesté Britannique et le Roi des Pays Bas le 13 de mois d'Avril 1814, prenant pour base liberal d'un arrangement l'average d'un revenu annuel perçu durant une période de douze années sous le Gouvernement Neerlandais, selon les comptes tenus et notés dans le bureau de commerce à Chinsurah, et selon d'autres ressources d'information; en deducant le montant annuel des rentes territoriales payés par la compagnie orientale Neerlandais avec les dépenses payées pour l'établissement de police nécessaire à Barnagore, considérons, que le payment annuel de six mille cinq cent Sa. roupies, à être payée par demi année à Sa Majesté le Roi des Pays Bas, servit une juste et raisonnable compensation pour la cession du sous mentionné district de Barnagore, selon le contenu du second additionnel article de la convention, et en conséquence consentons à soumettre notre opinion mûrement pesée, à l'approbation et sanction des autorités respectives, sous lesquels nous agissons.

the 13th of August 1814, in so far as it respects the possessions of His Netherland Majesty in the East, have nominated their Plenipotentiaries, that is to say :

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honorable George Canning, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs;—And the Right Honorable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, etc., and President of His said Majesty's Board of Commissioners for the Affairs of India :

And His Majesty the King of the Netherlands, Baron Henry Fagel, etc., Councillor of State, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of Great Britain; and Anton Reinhard Falck, etc., His said Majesty's Minister of the Department of Public Instruction, National Industry, and Colonies :

Who, after having mutually communicated their full powers, found in good and due form, have agreed on the following Articles :

Art. 1. The High Contracting Parties engage to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the continent of India and in Ceylon, upon the

ventie den 13de Augustus, 1814, te Londen gesloten, voor zoo ver dezelve betrekking heeft tot de bezittingen van Zijne Majesteit den Koning Der Nederlanden in Oost Indië hebben tot Gevolmagtigden benoemd, to weten :

Zijne Majesteit de Koning van Groot Britanje, den Heer George Canning, Lid van Zijner Majesteits Geheimen Raad, en van het Parlement, mitsgaders Hoogst deszelfs eersten Secretaris van Staat voor de Buitenlandsche Zaken ; en den Heer Charles Watkin Williams Wynn, Lid van Zijner Majesteits Geheimen Raad, en van het Parlement, mitsgaders President van het Kollegie van Kommissarissen voor de Indische Zaken, &c.

En Zijne Majesteit de Koning der Nederlanden, den Baron Hendrik Fagel mitsgaders Hoogst deszelfs Extraordinaris Ambassadeur en Plenipotentiaris aan het Hof van London ; —En den Heer Anton Reinhard Falck, en Minister voor het Publieke onderwijs, de Nationale Nijverheid, en de Kolonien :

De welke, na wederzijdsche mededeeling van hunne volmagten, die in goeden en behoorlijken vorm bevonden zijn, de volgende Artikelen hebben vastgesteld.

Art. 1. De Hooge Contracterende Partijen verbinden zich om in hunne respectieve bezittingen in den Oosterschen Archipel, en op het vaste land van Indië, en op Ceylon, elkanders onderdanen ten handel toetelaten op

have hereunto respectively subscribed our names, and fixed our seals this day.

Seal. (Sd.) C. R. CARTWRIGHT,
*Joint Magte. and Depy.
Collr. of Balasore.*

onze namen en zegels respectivelyk hebben ter neder gesteld op heded.

Seal. (Sd.) H. BOTJIR,
Zaturdag den 4 Juny,
Balasoor.

Balasore, Saturday,
4th June 1825.

(True copy.)

(Sd.) C. H. CARTWRIGHT,
Offg. Magte. & Depy. Collector.

No. LXXX.

DEED for the transfer of the NETHERLANDS possessions at DACCA,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Dacca has been ceded to the British Government. Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid accordingly restore to C. Dawes and L. Magniac nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and delivered up the same accordingly to the limits thereof,

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koninkryke van Groot Britange en Ireland de Nederlandsche bezittingen te Dacca aan de vaste kust van Indie zyn afgestaan aan het Britische Gouvernement—Zy het een eigelyk bekend det ik F. W. Van As tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Wel Edele Gestrenge Heer B. C. D. Bouman als Kommissaris genoemd en gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan C. Dawes en L. Magniac van wegen het Britsche Gouvernement door zyne Excellentie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de

His Excellency Jacob Krefting, Esquire, delegated on the part of the Danish Government to receive charge of those possessions, and do hereby declare to have accordingly restored and delivered up the said town of Serampore and the possessions attached to that Settlement, and I, Jacob Krefting, acknowledge to have received from the said Gordon Forbes, Esquire, on behalf of the British Government, the said town of Serampore and the possessions attached thereunto, and restored to the Crown of Denmark by virtue of the said definitive Treaty of Peace and the said additional articles.

In witness whereof I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said Jacob Krefting, for and on behalf of the Danish Government, have hereunto set our hands and seals. Given at Serampore this fifteenth day of December one thousand eight hundred and fifteen.

Seal.

(Sd.) GORDON FORBES.

Seal.

(Sd.) JACOB KREFTING.

—
No. LXXXII.

TREATY with DENMARK, 22nd February 1845.

VI CHRISTIAN DEN OTTENDE

—AF GUDS NAADE—

Konge til Denmark de Venders og Gøthers Hertug til Slesvig, Holsteen, Stormorn, Ditmersken Lauenborg og Oldenborg.

Gjore Vitternight At da vi med det Britisk Ostindiske Compagnie ere blevne enige om at afslute en paa gjensidigen fordeelagtige Grundvolde bygget Tractat angaaende Overdragelsen af vore Etablisementer paa Indiens Fastland til formeldte Compagnie, og dette Qiemed nu er bleven iværksat idet en saadan Tractat er bleven afsluttet med Gouverneuren over vore Etablisementer i Indien, Som dertil fra vor side befuldmægtiget, og General Gouverneuren over Britisk Indien med Raad paa bemældte Compagnies Vegne hvilken Tractat der er undertegnet i Calcutta den Toogtyvende Februar dette Aar Ord til andet lyder Saaledes.

Treaty for the transfer of the Danish Settlements on the Continent of India between His Majesty the King of Denmark and the Honorable East India Company, settled by Peter Hanson, Esq., Councillor of State, Governor of His Danish Majesty's Possessions in India, Knight of the Order of Dannebrog, in virtue of powers delegated to him on the 30th September 1841, by His Majesty the King of Denmark, and the Governor General of

delivered up the same according to the limits thereof, and we, J. Master and T. Plowden, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said F. W. Van As Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Fultah.

wegens in namens het Britische Gouvernement mits deze outvangen te hebben van de Kommissaris F. W. Van As voornoemd de Nederlandsche bezittingen te Fulta aan de vaste wal van Indie.

In witness whereof I the said F. W. Van As for and on behalf of the Netherlands Government and we, the said J. Master and T. Plowden, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Wednesday, the eighteenth May one thousand eight hundred and twenty-five.

Waar van ter gewyze ik F. W. Van As voor en van wegen het Netherland-scheu Gouvernement en wy J. Master en F. Plowden voor en van wegen het Britische Gouvernement onze namen en zegels respectivelyk hebben ter nedergesteld op heden Woensdag den agtiende Mey des Jaars een duyzend agt ronderd vyfken twintig.

Seal. (Sd.) J. MASTER,
Magt., 24-Pergunnahs.

Seal. (Sd.) F. W. VAN AS,
Netherland Commr.

Seal. (Sd.) T. PLOWDEN,
Collr., 24-Pergunnahs.

Seal. (Sd.) JOHN MASTER,
Magt., 24-Pergunnahs.

Seal. (Sd.) F. W. VAN AS,
Netherlands Commr.

Seal. (Sd.) T. PLOWDEN,
Collr., 24-Pergunnahs.

No. LXXVIII.

DEED for the transfer of the NETHERLANDS possessions at CALCAPORE,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th March 1824, the Netherlands possessions at Calcapore has been ceded to the Bri-

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koningryke van Groot Britange en Ireland de Nederlandsche bezittingen te Calcapoer aan de vaste

No. LXXIX.

DEED for the transfer of the NETHERLANDS possessions at BALASORE,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th of March 1824, the Netherlands possessions at Balasore has been ceded to the British Government.

Be it known that H. Botjer constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the possessions aforesaid accordingly restores to C. R. Cartwright, Esq., nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioner on the part of the British Government, the possession of the Netherlands possession aforesaid, of His Majesty the King of the Netherlands on the Continent of India, and does hereby declare to have ceded and delivered up the same accordingly to the limits thereof, and I, C. R. Cartwright, in my aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said Botjer, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Balasore.

In witness whereof I, the said H. Botjer, for and on behalf of the Netherlands Government, and I, the said C. R. Cartwright, for and on behalf of the British Government,

Nademaal ten gevolge van het Tractaat gesloten te London, op den 17 den Maart 1824 tusschen Zyne Majesteit de Koning der Nederlanden, en Zyne Majesteit de Koning van het Vereenigde Koninkryke van Groot Britange en Ireland, de Nederlandsche bezittingen te Balasoor aan de vaste kust van India, zyn afgestaan aan het Britische Government.—Zy het een iegelyk bekend, dat ik H. Botjir tot de overgave van voorschreven bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den weledelen gestrenger Heer B. C. D. Bauman, als Commissaris benoemd en gequalificeerd dezelve mitsdeze op de kragtigste wyze overgeve aan C. R. Cartwright van wegen het Britische Gouvernement door zyne Excellentie den Governor-General in Raade te Calcutta als Kommissaris tot de over naam geconstitueerd en erkenne ik C. R. Cartwright in voorschreven myne qualityt voor en van wegens en namens het Britische Government mits dezen ontvangen te hebben van den Kommissaris H. Botjir, voornoemd, de voorschreven Nederlandsche bezittingen te Balasoor, aande vaste waloau Indie.

Waar vanxten bewyze, ik H. Botjir voor en van wegens het Nederlandsche Gouvernement, en ik C. R. Cartwright voor en van wegens het Britische Gouvernement

SAA ville vi have forestaaende Tractat stadfæstet bekræftet og ratificeret udi alle deus Ord, Punkter Clauseler ligesom vi samme ogsaa herved paa bedste og kraftigste Maade som skee kan for Os og Vore Efterkommere Arvinger og Successerer til den Danske Trone stadfæste bekræfte og ratificere med vort Kongelige Ord lovende og tilsigende at samme af Os og dem troligen fast og urykkeligt skal worde overholdt efterkommet og fuldbyrdet.

Til ydermere Bekræftelse have vi deune Ratification med vor egem haand underskrevet og ladet vort store kongelige Segl samme vedhænge.

Givet i vor kongelige Residents Stad Kjöbenhavn den Tredivte Mai Aar efter Christi Byrd Eet Tusind Otte Hundred fyrgetyve og fem i vor Regjerings Sjette Aar.

(Sd.) CHRISTIAN, R.

(Sd.) C. CSARLIEB FR. BRANTZ. FR. SPONNECK.

(Sd.) OHSTEN.

The undersigned having met together for the purpose of exchanging the Ratifications of a Treaty between His Majesty the King of Denmark and the Honorable East India Company for the transfer of the Danish Settlements on the Continent of India; with all the Public Buildings and Crown property thereunto belonging, to the East India Company, in consideration of the sum of 12,50,000, twelve lakhs and fifty thousand Company's rupees, concluded and signed in Calcutta on the 22nd day of February, in the year of our Lord 1845, and the respective Ratifications of the said Instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of Exchange, and have affixed thereto the seals of their Arms.

Done in Calcutta, the Sixth day of October, in the year of our Lord One Thousand Eight Hundred and Forty-five.

On the part of the East
India Company.

(Sd.) T. H. MADDOCK.

Seal.

(Sd.) F. MILLETT.

Seal.

(Sd.) C. H. CAMERON.

Seal.

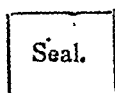
Seal.

On the part of His Ma-
jesty the King of
Denmark.

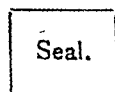
(Sd.) L. LINDHARD.

and we, C. Dawes and L. Magniac in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said F. W. Van As, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Dacca.

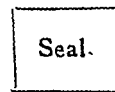
In witness whereof I, the said F. W. Van As, for and on behalf of the Netherlands Government and we, the said C. Dawes and L. Magniac, for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Tuesday, the 14th June 1825.



(Sd.) C. DAWES,
Commissioner.



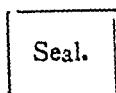
(Sd.) L. MAGNIAC,
Commissioner.



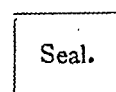
(Sd.) F. W. VAN AS,
Netherl. Commr.

overnaam geconstitueerd, en erkennen wy C. Dawes en L. Magniac in voorschrevè onze qualiteiten voor en van wegens en namens het Britische Gouvernement mits deze ontvangen te hebben van de Commissaris F. W. Van As voornoemd de voorschreve Nederlandsche bezittingen te Dacca aan de vaste wal van Indie.

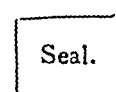
Waarvan ten be wyze ik F. W. Van As voor and van wegen het Nederlandsche Gouvernement en wy C. Dawes en L. Magniac voor en van wegen het Britische Gouvernement wy onze namen en zegels respectivelyk hebben ter nedergesteld op heden den vierteende Juny 1825.



(Sd.) F. W. VAN AS,
Nedel. Kommisjaris.



(Sd.) C. DAWES,
Commr.



(Sd.) L. MAGNIAC,
Commr.

No. LXXXI.

DEED restoring the DANISH possessions,—1815.

Whereas by the provisions of the definitive Treaty of Peace made and concluded between His Britannic Majesty and His Majesty the King of Denmark, signed at Kiel on the 14th January 1814, and by the additional articles signed at Liege, the 7th of April 1814, it is stipulated and agreed that His Britannic Majesty shall restore to the Crown of Denmark, the town of Serampore, and the possessions attached to that Settlement, in the state in which they were at the moment of the signature of the said definitive Treaty of Peace and the said additional articles, and any work which may have been constructed since the occupation of the said Settlement.

Be it known that I, Gordon Forbes, appointed by His Excellency the Earl of Moira, Governor General, etc., etc., to be Commissary on the part of the British Government for carrying into effect the restitution of the Colony of Serampore for, and in the name of, the British Government do restore to

India in Council, Lieutenant-General the Right Honorable Sir Henry Hardinge, G.C.B., Governor General of India, the Honorable Frederick Millett, Member of Council, and the Honorable Major-General Sir George Pollock, G.C.B., Member of Council, in virtue of powers delegated to them by the Honorable the Secret Committee of the Court of Directors on the 1st July 1842.

Done in Calcutta, on the 22nd day of February One Thousand Eight Hundred and Forty-five.

In the Name of the Most Holy and Undivided Trinity.

ARTICLE 1.

His Majesty the King of Denmark engages to transfer the Danish Settlements on the Continent of India, with all the public buildings and Crown property thereunto belonging. to the Honorable the British East India Company, in consideration of the sum of 12,50,000 (twelve lakhs and fifty thousand) Company's rupees, which sum the Honorable the British East India Company engage to pay, on the ratification of the present Treaty, either in Company's rupees at Calcutta, or by Bills on London at one month's sight in sterling money, at the rate of exchange of two shillings for each rupee, or in such proportion of Cash or Bills, at the above rate, as may be most convenient to the Danish Government.

ARTICLE 2.

The Settlements and Crown property referred to above are :—

(1) The Town of Tranquebar, on the Coromandel Coast, with the districts thereunto belonging for which an annual sum of 2,500 Gold Pardaux, or about 4,000 Company's rupees, is to be paid to the Rajah of Tanjore, and the following buildings and Crown property, *viz.* :—

A.—Fort Dansborg, with buildings therewith connected, and thirteen Brass Guns mounted on the ramparts, and other stores.

B.—The Government House situated opposite to the Fort.

C.—A country residence for the Governor at the village of Porreiar.

D.—A garden, with a bungalow, at the village of Tittaly, possessed by the Governor.

E.—A building in the town, with garden adjacent, used as hospital.

F.—A house in the town occupied by the Medical Officer of the Settlement.

G.—A house and office on the beach for the Master Attendant.

H.—Two brick-built godowns.

Besides public roads, bridges, sluices, a number of fruit and other trees, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use, the furniture and moveables in the Government House not being herein included.

duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty, with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing

requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entrerait néanmoins en déduction des trois cents caisses qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporter cet article jusqu'à la concurrence de dix-huit mille maunds.

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12. du l'aité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent lui être restitués en vertu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côté Sa Majesté Britannique afin de donner toute sureté aux sujets de Sa Majesté Très-Chrétienne résidant

ings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

(Sd.) BUCKINGHAMSHIRE,

(L. S.)

(Sd.) LE COMTE DE LA CHATRE,

(L. S.)

écdé en justice dans les limites des dits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront refuge hors de ces mêmes limites, seront délivrés aux chefs des dites établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

(Signé) BUCKINGHAMSHIRE,

(L. S.)

(Signé) LE COMTE DE LA CHATRE,

(L. S.)

The price of salt at Chandernagore to be determined, in the same manner, by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said settlement.

3. It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.

4. With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.

5. In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments; such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies; it being agreed that the rent above stipulated shall commence from the 1st of October 1814.

6. With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article there shall be reserved for the French Government, and delivered upon requisition

Le prix du sel à Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement.

3. Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très-Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté.

4. Afin d'atteindre le but que les hautes Parties Contractantes ont en vue, Sa Majesté Très-Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orixia, et à Chandernagor dans le Bengale, le sal au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions.

5. En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très-Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca; lequel payement sera effectué par trimestre et par portions égales soit à Calcutta, soit à Madras dix jours après que les traités tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Présidences.

Il est convenu que la rente ci-dessus stipulée sera due à partir du 1^{er} Octobre, 1814.

6. Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium, qu'à chacune des ventes périodiques de cet article, il sera réservé pour le Gouvernement Français et délivré à la

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the Convention of the 7th March 1815.

ARTICLE 6TH.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

ARTICLE 7TH.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

ARTICLE 8TH.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord One thousand eight hundred and thirty-seven.

J. DENT,

Principal Collector.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of Our Lord One thousand eight hundred and thirty-seven.
(By the Right Honourable the Governor in Council.)

S. B. MURRAY,

Chief Secretary.

ARTICLE 5TH.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achat, la livraison et la vente de la dite quantité seront réglés conformément aux stipulations convenues dans la convention du 7 Mars 1815.

ARTICLE 6TH.

Les dépenses faites pour le transport du sel ayant toujours été supportées par moitié par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu'il en sera de même pendant la durée de la présente convention.

ARTICLE 7TH.

Il sera facultatif soit au Gouvernement Anglais ou Français de faire cesser la présente convention en donnant avis douze mois à l'avance.

ARTICLE 8TH.

La présente convention sera ratifiée dans le plus court délai.

Fait à Pondichéry le 1^{er} Juin 1837.

le Gal SAINT SIMON.

ELPHINSTONE.

T. MAITLAND.

J. SULLIVAN.

No. LXXXVII.

AGREEMENT made between the FRENCH and BRITISH GOVERNMENTS relative to the limits of the SETTLEMENT of CHANDERNAGORE,—1853.

WHEREAS the mixture of English and French territories, jurisdictions, and other rights belonging to the two Governments, respectively, around the French Settlement of Chandernagore in the East Indies, is the cause of inconvenience to which the Governments of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and of His Majesty the Emperor of the French are desirous of putting a stop ;

The undersigned, Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary at Paris, and His Majesty the Emperor's Minister for Foreign Affairs duly authorized by their respective Governments have agreed as follows :

1st.—That the limits of the jurisdiction and of all other rights whatever of the French Government on the territory of the French Settlement of Chandernagore in Bengal shall be according to the plan drawn up in common by the respective Commissioners of the two Governments and annexed to the proposition for the settlement of the limits of the French territory at Chandernagore signed provisionally (excepting the reserves contained in it) at Chandernagore on the 4th of September 1852 ; to the South and West the excavation commonly called the French Ditch, and to the North the same Ditch or the line indicated in the plan by an orange outline.

ATTENDU que le mélange des territoires anglais et français, et des juridictions, et autres droits appartenant aux Gouvernements respectifs, autour de l'établissement français de Chandernagor dans les Indes Orientales présente des inconvénients auxquels le Gouvernement de Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande et celui de Sa Majesté l'Empereur des Français désirent mettre un terme ;

Les soussignés Ambassadeur Extraordinaire et Plenipotentiaire de Sa Majesté britannique à Paris, et Ministre des Affaires Etrangères de Sa Majesté l'Empereur des Français dûment autorisés par leurs Gouvernements respectifs sont convenus de ce qui suit :

1er.—Les limites de la juridiction et de tous droits quelconques du Gouvernement français sur le territoire de l'établissement français de Chandernagor en Bengale seront selon les indications du plan dressé de commun accord, par les commissaires respectifs des deux Gouvernements, et annexé un projet de délimitation provisoirement signé, (sauf les réserves que contient ce projet,) à Chandernagor le 4 Septembre 1852 : au Sud et à l'Ouest, l'excavation appelée le Fosse français, et au Nord, le même fossé ou la ligne indiquée sur le plan par un liséré orange.

No. LXXXIV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the 13th day of May 1818.

With a view to carry into full and complete effect the object of those terms of the Convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following Articles have been agreed upon by His Excellency, Andre Julien Count Du Puy, Peer of France, Great Officer of the Royal Order of the Legion of Honour, and Mr. Joseph François Dayot, Chevalier of the said Order, Administrators-General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those possessions as have heretofore been dependent upon the Presidency of Fort St. George.

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honourable Company's present Charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honourable Company's present Charter if this Convention be ultimately ratified.

ARTICLE 4.

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government

Agreement drawn up at Chandernagore on the 4th of September 1852.

4th.—That, on its side, the Government of Bengal will consent by way of compensation to relinquish to the French Government the annual revenue of thirty-five rupees, fourteen annas five gandas (Rupees 35 14 annas 5 gandas) now collected by the former of the two Governments from the lands dependent on the Talook of Digra and l'elinipara which lie to the north of the French Ditch; and further to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Rupees 144 1 anna 16½ gandas) in the annual rent of 3,520 francs or about Rupees 1,466 now paid to the Hooghly Treasury by the Government of Chandernagore as representatives of certain ancient Talookdars.

In witness whereof the undersigned have signed the present Agreement and have affixed the seals of their Arms thereunto.

Done at Paris the 31st of March 1853.

(Sd.) COWLEY.

PROPOSITIONS of the COMMISSIONERS for the SETTLEMENT of the BOUNDARIES of CHANDERNAGORE.

Proposition of the French and English Commissioners for the Settlement of the limits of the French Territory at Chandernagore.

We, the undersigned—

Pierri Paul Damier Victoria Dufour de Gavardie. Judge, President of the Court of first instance,

4me.—De son côté, le Gouvernement du Bengale consentira à titre de compensation, à transférer en la possession du Gouvernement français le revenu annuel de trente cinq Roupies quatorze anas, cinq gandas (R. 35 14 a. 5 g.) que perçoit le premier de ces deux Gouvernements sur des terrains en régie dépendant du Talouk de Digra et l'elinipara situés au nord du Fossé français, et à diminuer d'une valeur de cent quarante quatre Roupies, un ana, seize gandas et demi (R. 144, 1 a. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 Roupies par année que paie actuellement à la trésorerie à Hoogly le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talookdars.

Enfoi de quoi les soussignés ont signé le présent arrangement et y ont apposé le cachet de leurs armes.

Fait à Paris le 31 Mars 1853.

(Signé) DROUYN DE LHUYS.

Propositions des Commissaires anglais et français pour la fixation des limites territoriales de Chandernagore.

Nous Soussignés—

William Erskine Baker, Major au Corps des Ingénieurs de la Présidence du Fort William.

No. LXXXV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHÉRY for the renewal of the CONVENTION of 13th May 1818.

Concluded between His Excellency the Marquis de Saint Simon, Major-General, Peer of France, Great officer of the Royal Order of the Legion of Honour; Governor of the French establishments in India, and John Dent, Esquire, Principal Collector of the Southern division of Arcot.

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India, shall continue in a state of inactivity as heretofore.

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand star pagodas per annum.

ARTICLE 4TH.

The above stipulated sum of four thousand star pagodas per annum shall be paid by quarterly instalments.

CONVENTION PASSÉ ENTRE le GOUVERNEMENT de PONDICHÉRY et CELUI de MADRAS POUR le RENOUVELLEMENT de CELLE du 13 MAI 1818.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand officier de l'ordre royal de la Légion d'honneur, Maréchal des Camps et Armées du Roi, Gouverneur des Etablissements Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit.

ARTICLE 1^{ER}.

Coutes les salines situées dans les Etablissements Français de l'Inde continueront à être en inactivité comme par le passé.

ARTICLE 2ND.

Le Gouvernement Français garantit la stricte observation de la stipulation ci dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3RD.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'Etoile par année.

ARTICLE 4TH.

La somme stipulée ci-dessus de quatre mille pagodes à l'Etoile par année sera payée par quartier.

No. LXXXVI.

CONVENTION with the FRENCH GOVERNMENT of CHANDERNAGORE,—1839.

Convention for converting into a money payment the supply of salt made to the French Government of Chandernagore by that of Her Britannic Majesty in India, between

Monsieur Auguste Bourgoïn, Administrator par Interim of Chandernagore, with the sanction of His Excellency the Governor of the French Establishments in India, on the one part,

and
the Members of the Board of Customs, Salt, and Opium, with the sanction of the Hon'ble the Governor of Bengal, on the other part.

ARTICLE I.

The French Government of Chandernagore will receive no more salt from the English golahs for the consumption of the said Establishment.

ARTICLE 2.

The inhabitants of Chandernagore shall be at liberty, like the other inhabitants of Bengal, to purchase salt either direct from the golahs of the English Government, or of merchants who supply themselves from the said golahs, according to the established system.

In consequence the French Government engages itself to afford every facility to the sale of salt thus imported into Chandernagore, and not to levy, or permit to be levied

Convention passée pour convertir une prestation en argent la fourniture de sel faite au Gouvernement français de Chandernagor par celui de S. M. Britannique dans l'Inde,

Entre

Monsieur Auguste Bourgoïn, Administrateur par Interim de Chandernagor, procédant avec l'autorisation de Monsieur le Gouverneur des Etablissements français de l'Inde, d'une part,

Et,

MM. les Membres du Comité des Douanes, du Sel et de l'Opium, agissant avec l'autorisation de l'Honorable Gouverneur du Bengale, d'autre part.

A été convenu ce qui suit.

ARTICLE I.

Le Gouvernement français de Chandernagor ne recevra plus de sel des Golahs anglais pour la consommation du dit Etablissement.

ARTICLE 2.

Les habitants de Chandernagor seront libres, comme les autres habitants du Bengale, d'acheter le sel, soit directement des Golahs du Gouvernement anglais, soit des Marchands qui s'approvisionnent dans les dits Golahs, conformément au système établi.

En conséquence, le Gouvernement français s'engage à donner toutes facilités pour la vente du sel ainsi importé à Chandernagor, et à ne prélever ni laisser prélever, par qui que ce soit,

With regard to the boundary to the East or on the side of the river Hooghly, matters shall remain as they are in respect to the jurisdiction or other rights whatsoever of the settlement of Chandernagore, without prejudice to the respective claims of the two Governments.

And inasmuch as the section of the boundary above-mentioned from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories; therefore in order to render the boundary as exact and clear as possible, and thus to obviate all future disputes upon the point, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of this said portion of the boundary.

2d.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the limits above described.

3rd.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Goualpara, Cantapouricour, Tonquiponcour, Duplesiepotty, Barasette, situate without the circuit of the Ditch round Chandernagore; and that this cession shall include also the revenue or land rent now collected by the French Government from these said lands amounting annually to a sum of one hundred and eighty rupees one ganda and a half (Rupees 180½ ganda) as detailed in the schedule which accompanies the draft of

Quand à la limite d l'Est ou du côté du fleuve Hoogly les choses en resteront, pour la juridiction et autres droits quelconques de l'établissement, de Chandernagor, dans l'état actuel, sans préjudice des prétentions respectives des deux gouvernements.

Et attendu que la limite ci-dessus énoncée depuis l'extrémité du fossé jusqu'à la rivière, reste très confusée par le pêle-mêle des maisons des habitants des deux territoires, il sera établi, à frais communs, sur l'étendue de la ligne sus-indiquée, des bornes en maçonnerie on en toute autre matière à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2d.—D'une part, le Gouvernement du Bengale reconnaîtra comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites ci-dessus indiquées.

3e.—D'autre part, le Gouvernement français cédera au Gouvernement du Bengale, la juridiction sur les portions au territoire dépendant de Goualpara, Cantapoucour, Tonquipoucour, Duplesiepotty, Barasette et situées en dehors du fossé d'enceinte de Chandernagor, et cette cession entraînera celle des revenus de rente foncière ou Cazanass actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingt Roupies, un ganda, et demi (Roupies 180 ganda ½) d'après état détaillé rédigé, de commun accord, à Chandernagor et joint au projet de convention du 4 Septembre 1852.

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.	Jumma.	REMARKS.
			Bs. C. Ch.		
Natooah	...	Kata Pookoor			
		Dacouree Koar	0 2 8	0 5 13	
		Gopal Chunder Koar	0 8 3	1 2 2½	
		Sumbho Chunder Koar	0 8 2	1 2 2½	
		Radhoo Paul Koar	0 8 0	0 14 0	
		Jeebun Koar	0 9 12	1 6 0	
		Ram Soonder Koar	0 7 0	1 4 0	
		Ditto ditto	0 10 0	1 6 0	
		Kulloohur Koar	0 3 0	0 8 0	
		Ditto ditto	0 4 4	0 11 10	
		Ram Chunder Koar	0 12 8	1 12 13½	
		Cartic and Jagonauth Koar	0 11 0	1 12 10	
		Colly Chura Koar	1 1 0	3 0 0	
		Ram Soondur and Siddassur Koar.	0 15 0	2 0 0	
		Gunesh Koar and Ram Poramanick.	0 7 12	1 3 10	
		Hulloohur Bundo	0 17 14	2 6 10	
		Ditto ditto	0 5 0	0 10 10	
		Cassee Nauth Roy	0 7 8	1 1 10	
		Moochee Ram Ghose	0 11 0	1 6 0	
		Ramdhun Moochee	0 4 0	0 9 0	
		Kishore Moochee	0 2 0	0 4 0	
		Calo Moochee, son of Bacharu Moochee.	0 8 0	1 2 0	
		Basoo Dil Moochee	0 7 0	1 0 0	
		Tiloke Moochee	0 2 0	0 4 0	
		Luckey Canto Moochee	0 2 0	0 4 0	
		Sattokur Manick	0 4 0	0 8 0	
		Jitto Moochee	0 6 0	2 1 0	
		Calla Chund Koar	0 2 0	0 4 0	
		Rughoonauth Moochee	0 4 0	0 8 0	
		Ditto ditto	0 2 0	0 4 0	
		Persaud Moochee	0 6 0	0 11 0	
		Ramchurn Moochee	0 2 0	0 6 0	
		Doyaram Moochee	0 3 0	0 5 0	
		Gour Sirdar	0 2 0	0 6 0	
		Nur Sing Haree	0 2 0	0 6 9	
		Subba Ram Bagdee	0 4 0	0 8 0	
		Issur Chunder Roy	0 2 0	0 5 0	
		Pores Bewar	0 1 0	0 3 0	
		Ram Mohun Paul	0 3 0	0 6 0	
		Sookul Moochee	0 5 0	0 7 10	
		Kurpoo Dass	0 5 0	0 13 0	
		Bachoo Dass	0 4 0	0 9 10	
		Jittooo Ghose	1 13 0	3 14 0	
		Eugoban Ghose	0 5 0	0 10 0	
		Ditto Jalkur	...	0 14 0	
		Kisto Persaud Chowdry	8 19 0	3 0 0	
		Safullee Ram Sing	0 16 0	2 2 0	
		Comul Dass	0 17 0	1 8 0	
		Ram Persaud Soor	0 7 8	1 0 0	
		TOTAL	31 13 10	65 12 11½	

Emile Auguste Cort Morvein,
Assistant Commissary of Marine,
Commissioner appointed by the
Governor of the French establishment
in India,

AND

William Erskine Baker, Major in
the Corps of Engineers of the Presi-
dency of Fort William,

Samuel Wauchope of the Civil
Service of the same Presidency,

Robert Barclay Chapman of the
same Civil Service,

Commissioners appointed by the
Most Noble the Governor-General of
India,

Having proceeded jointly and in-
dependently to investigate the *de*
facto ancient limits of the French
Settlement at Chandernagore,

And having failed to determine, by
any sufficient documentary evidence,
the existence of any such limits fixed
by treaty,

Do hereby agree to recommend to
our respective Governments the
adoption of the following conditions,
viz.,

1stly.—That the limits of the ju-
ridiction of all other rights what-
ever of the French Government
shall be as delineated in the annexed
plan, that is to say, that the bound-
ary to the eastward shall be the
right bank of the Hooghly river.
That the boundary to the southward
and westward shall be the excavation
commonly called the French ditch.
That the boundary to the northward
shall be also the said French ditch,
or, where the ditch does not exist,

Samuel Wauchope du Service
Civil de la même Présidence.

Robert Barclay Chapman du
même Service.

Commissaires nommés par M. le
Gouverneur Général des provincees
et possessions anglaises de l'Inde.

ET

Pierre Paul Damien Victorin
Duffaur de Gavardie, Juge Prési-
dent de lere instance.

Emilé Auguste Coët Morven,
Aide-Commissaire de la Marine.

Commissaires nommés par M. le
Gouverneur des Etablissements
français dans l'Inde.

D'après les constatations et veri-
fications aux quelles nous avons
procédé soit contradictoirement,
soit séparément pour reconnaître
quelles sont *de facto* les anciennes
limites du territoire français de
Chandernagor au Bengale.

A défaut de documens suffisants
sur l'existence de ces limites, telles
qu'elles ont pu être fixées par les
traités,

Sommes d'accord de proposer à
nos Gouvernement respectifs l'adop-
tion de l'ensemble des conditions
suivantes, savoir :

1. Que les limites de la juridis-
ction et de tout droit quelconque du
Gouvernement français seront selon
des indications du plan ci annexé,
à l'Est, l'espace jusqu'on peut
s'étendre le mouillage des péniches
et bateaux du côté de la rive droite
de l'Hougly ; au Sud et à l'Ouest,
l'excavation appelée le fossé fran-
çais ; et au Nord, le même fossé et la
ligne indiquée sur le plan ci annexé
par un liséré orange.

No. LXXXVIII.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1ST JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of R3,000 of the RIGHTS in CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815.

Between Monsieur Clement Thomas, Chef de Service at Chandernagore proceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

and

Mr. Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India.

The following Agreement has been concluded :—

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1^{re} JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de R3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANÇAIS SUR le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7^{me} MARS, 1815.

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

et

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

A été convenu ce qui suit :—

ARTICLE I.

Le Gouvernement Français renonce au privilège à lui réservé par l'article 6 de la Convention du 7^{me} Mars 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes périodiques de cet article.

to the French Government the annual revenue of thirty-five rupees, fourteen annas, five gandas, now collected by the former, from that portion of the Government revenue Mehal of Digra which lies to the North of the French ditch at Tilniépara, and, further, to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Co.'s Rupees 144-1-16½) in the annual rent of 3,520 Francs or about 1,466 rupees now paid to the Hooghly treasury by the French Government as representative of certain ancient Talookdars.

The preceding conditions translated into the two languages, English and French, have been drawn up and signed at Chandernagore, this fourth day of September, eighteen hundred and fifty-two.

(Sd.) W. E. BAKER.

„ S. WAUCHOPE.

„ R. B. CHAPMAN.

Acceptons, sauf la limite Est que nous estimons devoir être telle que nous l'avons indiqué en nos propositions.

(Signé) EM : COËT MORVEN.

„ GAVARDIE.

en la possession du Gouvernement français, le revenu annuel de trente cinq rupies, quatorze anas, cinq gandas (35 Rs. 14 as. 5 gs.) que perçoit celui-la sur des terrains en régie dépendant du talouck de Digra, à Telenipara, situés au nord du fossé français et à diminuer d'une valeur de cent quarante quatre rupies, un ana, seize gandas et demi (144 Rs. la. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 rupies par année, que paie actuellement à la trésorerie d'Hougly, le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talouckdars.

Les conditions que précèdent traduites dans les deux langues anglaise et française ont été arrêtées et signées à Chandernagor le 4 Septembre 1852.

(Signé) PAUL GAVARDIE.

„ EM : COËT MORVEN.

We agree to the propositions herein contained except that on the eastern side we consider the boundary of the French territory to extend no further than the right bank of the Hooghly River.

(Sd.) W. E. BAKER.

„ S. WAUCHOPE.

„ R. B. CHAPMAN.

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal	Names of Ryots.	Area.			Jumma.	REMARKS.
			Bs.	C.	Ch.		
Joogee Pookoor	Joogee Pookoor	Connye Sirdar	0	4	0	0 9 0	
		Mothoor and Groochurn Sirdar.	0	3	8	0 6 0	
		Bhoobnee Moochee	0	3	8	0 6 0	
		Loke Nauth Bundo	0	14	0	1 14 0	
		Ramdil Pundit	0	11	8	1 8 0	
		Neetye Taccor	0	16	0	2 4 0	
		Rame-sur Pundit	0	10	0	1 2 0	
		Neetye Taccor	0	14	0	2 0 0	
		Ramdhun Ghose	1	0	0	2 9 0	
		Goppee Churn Sircar	1	3	0	2 8 0	
		Doya Ram Newgee	0	10	0	1 4 0	
		Byrub Chunder Dey	0	10	0	1 6 0	
		Seeboo Persaud Nundee	1	0	0	2 7 0	
		Cossee Nauth Nundee	0	18	0	2 0 0	
		Roghoo Nauth Koar	0	14	0	2 0 0	
		Radha Mohun Nye	0	19	0	2 2 0	
		Cossee Sattookur Doss	0	14	0	2 0 0	
		Cossee and Radha Mohun Doss.	0	11	0	1 9 0	
		Radha Mohun Nye	0	12	0	1 6 0	
		Gohind Chunder Nye	0	8	0	1 2 0	
		Safulle Ram Nye	0	11	8	1 7 0	
		Radha Mohun Nye	0	6	0	0 6 0	
		Madhub Chunder Gaen	1	0	0	2 12 0	
		Ditto ditto	2	15	0	7 4 5	
		Ditto ditto	1	10	0	3 0 0	
		Radha Mohun Nye	0	12	0	1 10 0	
		Tunco and Roghoo Kollia	0	14	0	2 0 0	
		Sava Ram Doss	0	13	0	1 7 0	
		Bydo Nauth Kollia	0	12	0	2 4 0	
		Bhugoo Chogaree	0	6	0	1 6 10	
		Gopal Kacrah	1	7	0	2 11 0	
		TOTAL	27	2	0	21 10 15	
Natooh	Kata Pookoor	Goluck Chunder and Calla Chunder Doss.	0	7	0	0 15 0	
		Ramdhun Biswas	0	3	0	0 7 0	
		Ditto ditto	0	3	0	0 7 0	
		Goluck Chunder Newgee	0	3	0	0 7 0	
		Ram Mohun Paul	0	3	0	0 7 0	
		Bausharam Saha	0	7	0	0 7 0	
		Gopal Chunder Kacrah	0	7	0	0 7 0	
		Neemey Doss	0	7	0	0 7 0	
		Bydonath Ghose	0	7	0	0 7 0	
		Thicke and Raydonath Koar	0	7	0	0 7 0	
		Schavo Ram Paul	0	7	0	0 7 0	
		Mothoor Mohun Paul	0	7	0	0 7 0	
		Ditto ditto	0	7	0	0 7 0	
		Mothoor Mohun Paul	0	7	0	0 7 0	
		and Goluck Chunder Koar	0	7	0	0 7 0	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.	Jumma.	REMARKS.
			Bs. C. Ch.		
Thana Beeburhaut.	Dasspoor ...	Rassool Khan .	0 11 0	1 8 0	
		Ramdhun Chuckerbutty .	0 12 0	1 3 4	
		Joydeb Mullick .	3 2 0	5 12 15	
		Diloo Mochulman .	0 18 8	1 14 6	
		Moochee Khan .	0 18 0	1 14 18gs	
		Issur Chunder Nayeek .	0 1 4	0 3 0	
		Connye Moochee .	0 1 0	0 4 0	
		Narain Dass .	0 4 0	0 6 0	
		Seikh Pachoo .	0 3 0	0 4 0	
		Kader Hosein Sirbarukar .	0 2 0	0 4 0	
		Seikh Pachoo.			
		Dabee Mullick .	0 1 0	0 9 8	
		Bhuruth Ruckhit .	0 2 0	0 3 0	
		Sheikh Delanund .	0 5 8	0 9 12	
		Do. Finoo Ostaghur .	0 4 8	0 9 12	
		Do. Assanoo .	0 2 0	0 3 4	
		Naba Kartic Moochee .	0 1 0	0 4 0	
		Gorah and Soobul Moochee .	0 2 0	0 3 0	
		Jagote Chunder Doss .	0 4 0	0 9 12	
		Lall Mohun Bytee .	0 5 4	0 9 0	
		Mungul Moochee .	0 5 0	0 8 0	
		Doorga Ram Moochee .	0 2 0	0 3 0	
		Sooda Ram Moochee .	0 2 0	0 2 10	
		My Armar	0 3 0	0 6 0	
		Jogote Chunder Doss .	0 18 0	2 3 0	
			9 16 0	20 12 15gs	
		For Baraset .	3 19 0	11 12 0	
		„ Joogee Pookoor .	30 2 0	81 10 5	
		„ Kanta Pookoor .	31 13 10	65 12 11½	
		„ Dass Pookoor .	9 16 0	20 12 15	
		TOTAL .	75 10 10	180 0 1½	

(True translation.)

(Sd.) R. B. CHAPMAN,

Assistant Collector.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R. 3,000 per annum.

ARTICLE 3.

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884.

ARTICLE 4.

The present Convention will remain in force for five years from the 1st January 1884.

ARTICLE 5.

The present Convention will require no ratification, and will be considered definitively concluded as soon as it has been signed by Messrs. Clement Thomas, Chef de Service at Chandernagore, and C. E. Buckland, specially delegated for the purpose by their respective Governments.

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four.

* On behalf of the Government of India.

(Sd.) C. E. BUCKLAND.

Le Chef de Service,

(Sd.) CLEMENT THOMAS.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagore une somme de trois mille roupies par an.

ARTICLE 3.

Ce payement aura lieu par moitié de semestre en semestre, à terme échu à partir du 1^{re} Janvier 1884.

ARTICLE 4.

La présente Convention aura une durée de cinq ans, à compter du 1^{re} Janvier 1884.

ARTICLE 5.

La présente Convention, sans qu'il soit besoin d'aucunes autres ratifications, sera considérée comme définitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clément Thomas, Chef de Service de Chandernagor, et C. E. Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

Le Chef de Service.

(Sd.) CLEMENT THOMAS.

On behalf of the Government of India.

(Sd.) C. E. BUCKLAND.

No. LXXXIX.

Opium Convention.

Convention of the 27th December 1893 concluded for five years, begin-

Convention relative à l'opium.

Convention du 27 Décembre 1893, conclue pour une durée de

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that Settlement for consumption or for any other purpose, or to possess or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory in any opium but that which has been brought from the Hooghly Collectorate.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor, l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but, ou de n'avoir ou exporter, ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly, au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagore.

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

Les Autorités Françaises s'engagent généralement, à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagor et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

Tout opium de contrebande saisi sur le territoire Française sera livré au Collecteur d'Hoogly, contre paiement de sa valeur, calculé sur le même taux que celui accordé dans l'Inde Britannique en paiement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette manière.

for the defence of the country, the Raja bearing the expense. Captain Jones, with a small force of sepoy, then proceeded to Kuch Behar, dispossessed the Bhutanese, and pursuing them to the hills compelled them to make terms with the British Government. A Treaty (see Vol. II, Bhutan) was concluded with Bhutan in 1774, and, agreeably to one of its articles, Raja Dhairjendra Narayan was released from confinement. Though in 1776 a Sanad (No. XCII) was granted to Raja Dhairjendra Narayan conferring on him the zamindari of Kuch Behar, he did not re-assume the government of the State until the death of his son, Dharendra Narayan, which occurred in 1780. Raja Dhairjendra Narayan died in 1783, and was succeeded by his son, Harendra Narayan, an infant. Disturbances ensued, and in 1788 two Commissioners were sent to conduct a local enquiry, and on receipt of their report a British Commissioner was appointed to the management of the State. The Raja came of age in 1800, and the Commissioner was withdrawn. As, however, the Raja could not manage the affairs of the State, Commissioners were re-appointed in 1802, and again in 1805, 1813, and 1817, to supervise the administration. The British Government, however, decided in February 1816 to abstain from all interference, except in the form of advice and representation, in the unlimited management of the affairs of the State, and to restrict the powers of the Commissioner to the exercise of diplomatic functions only. These powers eventually devolved on the Governor-General's Agent, North-East Frontier. Harendra Narayan died at Benares in 1839. Shivendra Narayan, a natural son of the deceased Raja, was then placed upon the gadi. Before his death he adopted one of his brother's sons named Narendra Narayan, who succeeded him in 1847. Narendra Narayan being at this time about four years old, the State was governed by Brajendra Narayan Kumar, brother of the late Raja, as Regent. He died in 1857, and the two widows of Raja Shivendra Narayan undertook the management of affairs. In 1862 Raja Narendra Narayan received a Sanad (No. XCIII) guaranteeing to him the right of adoption. He died in August 1863, in the twentieth year of his age, and was succeeded by his son, Nripendra Narayan, who was born on the 4th October 1862.

In 1873 a question arose as to whether Kuch Behar should be designated a "State", an "Estate", or a "Raj"; the decision was that the designation "State," which had been used in the adoption Sanad granted to the Raja of Kuch Behar by Lord Canning, should remain unaltered. Kuch Behar now therefore bears the designation "State."

No. XC.

OPIUM CONVENTION.

CONVENTION of the 18th March 1905 concluded for two years, beginning on the 1st January, 1905, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore.

Between Mr. Victor Bernard, Administrator of Chandernagore, proceeding by special order of the Governor of the French settlements in India, and acting in the name of the French Government, on the one part;

And Mr. Walsh, Officiating Commissioner of the Burdwan Division, on the part of the Government of India, the said Mr. Walsh having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the other part, the following agreement has been concluded:

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta three hundred chests of opium at the average price obtained at the periodical sales of this article.

CONVENTION RELATIVE A
L'OPIUM.

CONVENTION du 18 Mars, 1905 conclue pour une durée de deux ans partir du 1er Janvier, 1905, à l'effet de convertir en un paiement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le Commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815 et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor—

Entre Monsieur Victor Bernard, Administrateur de Chandernagor procédant avec l'autorisation spéciale de M. le Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part;

Et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Vice-roi et Gouverneur Général de l'Inde, d'autre part, a été convenu ce qui suit;

ARTICLE I.

Le Gouvernement Français renonce au privilège à lui réservé par l'Article 6 de la Convention du 7 Mars 1815 pour l'achat de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug.

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties, at the end of each six months, counting from the 1st January, 1905.

ARTICLE VII.

The present Convention shall have a duration of two years, to be calculated from the 1st January, 1905.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of two years to be calculated from the 1st January 1905, as soon as

ARTICLE IV.

Tout opium de contrabande saisi sur le territoire Français sera livré au Collecteur d'Hooghly contre paiement de sa valeur calculé sur le même taux que celui accordé dans l'Inde Britannique en payment de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette matière.

ARTICLE V.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor une indemnité fixée à forfait à deux mille roupies.

ARTICLE VI

Les deux paiements déjà cités dans les Articles II et V auront lieu par moitié de semestre en semestre, à terme échu, à partir du 1er Janvier 1905.

ARTICLE VII.

La présente Convention aura une durée de deux ans à compter du 1er Janvier 1905.

ARTICLE VIII.

La présente Convention, sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de deux ans à compter du 1er

No. XCI.

TREATY with the RAJAH of COOCH BEHAR.

ARTICLES of TREATY between the HONORABLE EAST INDIA COMPANY and DURRINDER NARAIN, RAJAH of COOCH BEHAR,—1773.

Durrinder Narain, Rajah of Cooch Behar, having represented to the Honorable the President and Council of Calcutta the present distressed state of the country, owing to its being harassed by the neighbouring independent Rajahs, who are in league to depose him, the Honorable the President and Council, from a love of justice and desire of assisting the distressed, have agreed to send a force, consisting of four Companies of Sepoys and a field piece for the protection of the said Rajah and his country against his enemies, and the following conditions are mutually agreed on:—

1st.—That the said Rajah will immediately pay into the hands of the Collector of Rungpoor 50,000 Rupees, to defray the expenses of the force sent to assist him.

2nd.—That if more than 50,000 Rupees are expended, the Rajah will make it good to the Honorable the English East India Company, but in case any part of it remains unexpended that it be delivered back.

3rd.—That the Rajah will acknowledge subjection to the English East India Company upon his country being cleared of his enemies, and will allow the Cooch Behar country to be annexed to the Province of Bengal.

4th.—That the Rajah further agrees to make over to the English East India Company one-half of the annual revenues of Cooch Behar for ever.

5th.—That the other moiety shall remain to the Rajah and his heirs for ever, provided he is firm in his allegiance to the Honorable United East India Company.

6th.—That in order to ascertain the value of the Cooch Behar country, the Rajah will deliver a fair hustabood of his district into the hands of such person as the Honorable the President and Council of Calcutta shall think proper to depute for that purpose, upon which valuation the annual malguzary, which the Rajah is to pay, shall be established.

7th.—That the amount of the malguzary, settled by such person as the Honorable the East India Company shall depute, shall be perpetual.

8th.—That the Honorable English East India Company shall always assist the said Rajah with a force when he has occasion for it for the defence of the country, the Rajah bearing the expense.

9th.—That this Treaty shall remain in force for the space of two years, or till such time as advices may be received from the Court of Directors, empowering the President and Council to ratify the same for ever.

This Treaty signed, sealed, and concluded by the Honorable the President and Council at Fort William, the fifth day of April 1773, on the one part, and by Durrinder Narain, Rajah of Cooch Behar, at Behyar Fort, the 6th Maug 1179 Bengal style, on the other part.

II.—KUCH BEHAR.

The Rajas of Kuch Behar probably belong to the non-Aryan tribe of Koch, a people of Tibetan or Dravidian origin, now largely scattered on the North-Eastern Frontier. More than three centuries ago two brothers named Bisu Singh and Sisu Singh established by their conquests a principality in the North-Eastern part of India. The former is the immediate ancestor of the Rajas and of the Nazir Deos, or Ministers, of Kuch Behar. His son, Nar Narayan, extended his sway eastwards over Lower Assam, and at this time the Koch territories must have embraced the greater part of the Dinajpur, Rangpur, and other divisions now forming the Aryan Kingdom of Kamrup, which the Afghan King of Bengal overthrew in 1429. About 1603 the Moghal armies greatly diminished the Hindu State of Behar, until at about the beginning of the eighteenth century the Raja's dominions were reduced to their present limits.

[illegible]

During the present Maharaja's minority the State was managed by the Commissioner of Kuch Behar and Rajshahi, and an officer, corresponding in position to a Deputy Commissioner of a non-regulation district in British territory, was in immediate charge. The State and its people prospered remarkably during the British administration. The annual revenue demand on all accounts increased from Rs. 3,37,025 to Rs. 11,26,343; the British rupee was made the legal tender in the State; an improved system of land settlement and the general principles of administration in force in British districts were introduced, without interfering with any special local customs and traditions; subdivisions were established; the police were re-organised; numerous schools were opened; the postal department was placed under the Post-Master-General of Bengal; a line of telegraph was carried through the State; considerable sums were spent on roads, bridges, and public offices, and large savings in Government securities were made over to the Maharaja on his installation.

In 1878 Nripendra Narayan married the eldest daughter of Babu Keshab Chandra Sen of Calcutta. In February 1880 he was made a Maharaja Bahadur, and came of age in 1883, when he was installed as a Ruling Chief.

In June 1884 His Excellency the Viceroy and Governor-General granted a sanad declaring hereditary the title of Maharaja Bahadur, which had been conferred in 1880 upon Nripendra Narayan, and authorizing the assumption of this style by future rulers on the formal recognition by the Government of their succession. The Maharaja's assumption of the distinctive titles of "His Highness" and "Bhup Bahadur," by which designations he is to be addressed in all official correspondence, were also sanctioned; the latter title, which is an old family distinction, was thus formally recognised.

In 1887, on the occasion of the Jubilee of the late Queen-Empress, Maharaja Nripendra Narayan visited England, accompanied by the Maharani. On the 18th May 1887 the Maharani was appointed a Member of the Order of the Crown of India. On the 29th July of the same year the Maharaja was made an Honorary Lieutenant-Colonel of the 6th Regiment of Bengal Cavalry, and on the 23rd February 1888 the decoration of Knight Grand Commander, of the Indian Empire was conferred on him. The Maharaja served in the Tirah expedition of 1897-98 on the personal staff of General Yeatman-Biggs, and was present at the action of Dargai and Samana. In

(2) For conveyance of mails over the Cooch Behar State railway charges shall be made to the Postal Department in accordance with the rules in force on State railways.

12. The cost of the police force required for the maintenance of law and order on the Cooch Behar State railway shall be borne by His Highness the Maharajah and recovered from the earnings due to the Cooch Behar State railway.

13. The Indian Railways Act (IX of 1890), already introduced into the State by the Council notification of the 20th March 1894, and the standing regulations of the Eastern Bengal State railway as approved by the Governor General in Council under the Indian Railways Act (IX of 1890), shall apply to the Cooch Behar State railway. The above Act and regulations shall constitute the law in force on the Cooch Behar State railway under which offences and actions affecting the Eastern Bengal State railway or their servants shall be tried; all such offences shall be tried by duly constituted Magistrates appointed by His Highness the Maharajah, subject to appeal to higher authorities, and all railway servants employed on the Cooch Behar State railway shall have the protection enjoyed by British subjects.

Manager.

CALCUTTA:

The 190 .

(Here follow Schedules A, B, and C.)

No. XCV.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the BENGAL-DOOARS RAILWAY,—1899.

I, Nripendra Narayan Bhup, Maharaja of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bengal-Dooars Railway, (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

THE PALACE, COOCH BEHAR; }

The 20th of June 1899.

NRIPENDRA N. BHUP,

Maharaja of Cooch Behar.

In 1899 the Maharaja ceded jurisdiction of every kind over the lands in his State which are, or may hereafter be, occupied by the Bengal Duars Railway (No. XCV). In 1901 a similar cession was made in respect of the lands required in the Kuch Behar State for the Eastern Bengal State Railway (No. XCVI).

The Maharaja is assisted in the government of his State by a Council of which he is the President. The Superintendent of the State is Vice-President, and the Diwan and the Civil Judge are Members.

The State pays a tribute of Rs. 67,700-15-0. This amount was permanently fixed in 1780.

The area of the State is 1,307 square miles ; and the population, as ascertained by the census of 1901, is 566,974. A land revenue settlement was concluded during the minority of the present Maharaja, terminable in 1883-84, and extended by him to 1888-89, when a re-settlement was made for a period of 30 years, by which an increase of more than 2½ lakhs was obtained. The revenue from all sources for 1905-06 was Rs. 24,15,679, which includes the income from the estates owned by the Maharaja in British territory.

The State maintains (1905) a military force of 13 cavalry, 174 infantry, 7 artillery men, 4 serviceable guns, and 100 armed police.

The Maharaja receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

The State is liable to the nazarana rules.

NO. XCII.

TRANSLATION of a SUNNUD under the seal of the HON'BLE ENGLISH COMPANY, dated the 13th of February 1776 A.D., corresponding with the 4th of Fagoon 1182 Bungla, and the 22nd of Zilhijeh of the 17th year of His Majesty's reign.

Be it known to all mutsuddies at present holding important trusts, or who may be hereafter appointed thereto, and to all kanongoos and moqudums and ryots and cultivators and other inhabitants and natives of Surkar Cooch Behar, in the Soubah of Bengal, the paradise of countries, that as the orders of the gentlemen in Council have been issued, that a Sunnud for the zemindaree of the above Surkar should be granted to Dhujinder Narain, accordingly (the above person) having agreed to pay the peshcush of Government of fifty gold-mohurs agreeably to the order, the office of zemindar of the above Surkar, vacated by (the death of) Durrinder Narain, has been granted, confirmed to, and bestowed upon Dhujinder Narain; that observing the duties and usages of the office and the rules of the truth and dignity, he depart not in the minutest particular from a vigilant and prudent conduct, but avoiding sloth and consulting the interest of the ryots and inhabitants, and conciliating their affections, that he so conduct himself that his utmost endeavours may be exerted for the increase of cultivation and the improvement of the revenue. He must further pay great attention to expelling and punishing offenders, so that the least vestige of thieves and robbers may not be found within his limits; and take particular care of the highways, so that travellers and strangers may go and come with perfect confidence and safety. God forbid that the property of any one should be stolen or plundered: but should such a case occur, he must seize the thieves or robbers and the property, delivering up the goods to the owner and the offenders to justice; and if he cannot find (the thieves and the goods), he must answer for the party himself. He must also take care that no one indulge in forbidden practices within his limits. He must pay the revenue, regularly year after year at the stated period; and at the end of the year according to custom, he will receive credit for his payments. He will further abstain from the collection of all exactions or (*sic*) forbidden by Government. You are hereby required to acknowledge the above person as zemindar of the above Surkar, and to consider him as vested with the powers and appendages thereof. On this point paying the strictest obedience, you will act as above directed.

On the 17th of February 1776 A.D., corresponding with the 8th Fagoon 1182 Bungla, and the 26th of Zilhijeh in the 17th year of His Majesty's reign, the copy was received in the Duffer.

(True translation.)

(Sd.) D. SCOTT,

Commissioner.

1819.

Department, and the law and procedure to be observed in the exercise of this jurisdiction have been indicated in Notification No. 1375-I.B., dated the 21st March 1900, by the Government of India, Foreign Department.

(1) ATHGARH.

Athgarh appears as Atzur in the treaties and engagements made with this State up till 1894, when a new Sanad (No. CII) was granted to Raja Sri Karan Raghunath Babarta Patnaik, who died on 25th January 1896. He was succeeded by his younger brother, the present Chief, Sri Karan Biswanath Babarta Patnaik, born on the 12th August 1851.

The area of the State is 168 square miles ; revenue Rs. 49,802 ; population, by the census of 1901, 43,784 ; and tribute Rs. 2,800. It has (1905) 23 armed police.

(2) ATHMALLIK.

In the early treaties Athmallik was dealt with as a tributary of Bod, and the Treaty of the 3rd March 1804, and the Counter-Engagement of the same date (Nos. CXIX and CXX), were made with Raja Bishambhar Deo of Bod and Athmallik. But in 1819 a separate Kabuliāt was executed by Lachandra, then styled *Sawant* of Athmallik, fixing his tribute for 3 years (No. CXXI). All subsequent agreements were made with Athmallik independent of Bod. The Sati Sanad of 1842 (see No. XCIX) was executed by the *Zamindar* of Athmallik, but in 1874 he was granted the hereditary title of Raja, along with the rest of the 17 Chiefs (see No. CI). In 1875 Raja Jogindra Sawant was given a Sanad (No. CXXII) renewing for 20 years the settlement of his State which had been made in 1819. A further renewal was made unnecessary by the grant of the Sanad of 1894 (No. CIII) which fixed his tribute permanently.

In 1890 the late Chief, Mahendra Deo Samant, was given the title of Maharaja as a personal distinction. He died on the 2nd November 1901, and was succeeded by his son, Bibhudendra Deo Samant, who was born on the 25th May 1874.

The area of the State is 730 square miles ; revenue Rs. 81,396 ; population, by the census of 1901, 40,753 ; and tribute Rs. 480. It has (1905) 6 armed police and 1 serviceable gun.

The State is liable to the nazarana rules.

Bengal State railway shall meet the charges levied by the Telegraph Department for telegraph wires and instruments supplied to the Cooch Behar State railway.

State railway rules for working the telegraph lines and for the issue of free passes will be observed as heretofore.

4. All communications between the Cooch Behar Durbar and the Eastern Bengal State railway under this agreement shall be direct, any difference of opinion being forwarded for orders to the Government of India. For the purpose of this agreement the Manager of the Eastern Bengal State railway shall undertake the same general duties with respect to the Cooch Behar State railway as are entrusted to him with respect to the Eastern Bengal State railway.

5. The Cooch Behar State railway shall be subject in all respects to the same control by the Government of India as the Eastern Bengal State railway.

6. Any additions or alterations to the works, rolling-stock, plant or furniture of the Cooch Behar State railway, the cost of which are not chargeable under paragraph 2, which may be required for the due completion and equipment of the line, or which may, from time to time, be found necessary, shall be carried out by or at the cost of His Highness the Maharajah. The incidence of charge whether to Capital or Revenue will be governed by the same rules as obtain on the Eastern Bengal State railway.

7. The Eastern Bengal State railway shall be responsible for the collection of all the revenue appertaining to the Cooch Behar State railway and shall pay the same into the Government treasuries as may be found convenient.

8. The Eastern Bengal State railway shall furnish the Cooch Behar Durbar with a weekly return of the approximate earnings of the Cooch Behar State railway (Form St. 1), and at the close of each half-year with an account of receipts and expenditure in suitable detail.

9. The Eastern Bengal State railway shall during the currency of this agreement have full control over the rates and fares on the Cooch Behar State railway subject to the maxima and minima prescribed by the Government of India which are exhibited in Schedule A attached to this agreement.

10. Schedule B attached to this agreement shows the mileage for charge between stations which is to apply from the 1st January 1901 until the date of opening of the Dharlla Bridge. After the date of opening of the Dharlla Bridge the mileage for charge in Schedule C will apply.

11. Through goods rates shall be the sum of the local rates, but in special cases a lower through rate may be charged if considered desirable by the Eastern Bengal State railway, division being ordinarily made on a mileage proportion after deducting the terminals—

(1) The rates charged to the Cooch Behar State railway for carriage of all stores and materials for Capital and Revenue Works, respectively, shall be the same as charged to the Eastern Bengal State railway for similar services.

No. XCVI.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the EASTERN BENGAL STATE RAILWAY,—1901.

Office of His Highness the Maharaja Bhup Bahadur of Cooch Behar.

I, Nripendra Narayan Bhup, of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Eastern Bengal State Railway (including all lands occupied for stations, outbuildings and other railway purposes) and over all persons and things whatsoever within the said lands.

COOCH BEHAR;

NRIPENDRA N. BHUP,

The 26th February 1901.

Maharaja Bhup Bahadur of Cooch Behar.

Balasor had been already captured on the 21st September in the same year. When the plains of Orissa had been brought under British rule negotiations were entered into with the Hill Chiefs, and in November 1803 treaty engagements were executed by, and kaulnamas given to, the Rajas of Narsinghpur, Tigaria, Dhenkanal, Ranpur, Baramba, Khandpara, Nayagarh, Talcher, Daspalla, Athgarh, Nilgiri, Hindol, Banki, and Angul (Nos. XCVII-XCVIII).

Meanwhile, on the 2nd November 1803, the Marathas were defeated at the Barmul Pass, and the Rajas of Bod and Sonpur tendered their submission to the British Government. In a treaty dated the 17th December 1803 between the East India Company and Sena Sahib Suba Raghuji Bhonsla, it was stipulated that the engagements which the British Government had made with the feudatories of the Sena Sahib Suba in Orissa were to be confirmed, and that a list of the persons with whom such engagements had been made was to be given to the Sena Sahib Suba when the treaty was ratified by the Governor-General in Council.

In the Regulations of 1805 all the Tributary States of Orissa, except Bod, Pal-Lahara, and Athmallik (of which no mention was made) were exempted from the operation of the Bengal Regulations.

In 1842 all the eventeen States, except Khandpara, agreed to suppress sati (No. XCIX).

In 1862 Sanads (No. C) were granted to all the Chiefs guaranteeing to them the right of adoption, and in 1874 the hereditary title of Raja was conferred on them all (No. CI).

The Chiefs of the Mahals were persuaded in 1875 to abandon all monopoly of salt and all restrictions on its free transit through, or sale in, their territories. No agreements, however, were taken on the subject.

In 1888 it was decided by the Secretary of State in Council, in accordance with a ruling of the High Court in the case of Morbhanj, that these seventeen States do not form part of British India, and, in consequence of this decision, new Sanads (Nos. CII to CXVIII) were given on the 27th October 1894 to all the Chiefs, defining their status, powers, and position.

The powers exercised by British Courts in respect of criminal cases arising in the Mahals have been regularised by the Notification No. 3431-I., dated the 5th September 1892, by the Government of India, Foreign

(3) BARAMBA.

The State is under Government management owing to the incapacity of the present Chief, Raja Bishambhar Birbar Mangraj Mahapatra, who was born on the 12th April 1880, and succeeded his father, Raja Dasruthi Birbar Mangraj Mahapatra, on his death in July 1881.

The area of the State is 134 square miles ; revenue Rs. 42,492 ; population, by the census of 1901, 38,260 ; and tribute Rs. 1,397-15-5. It possesses (1905) 2 armed police.

(4) BOD.

A treaty was made with, and counter-engagement given to, the Raja of Bod and Athmallik, Bishambhar Deo, on the 3rd March 1804 (see Athmallik). In 1821 Raja Chandra Sikhur Deo executed a Kabuliat (No. CXXIII) in which his tribute was fixed for five years. The same Chief executed an Agreement (No. CXXIV) in 1827, accepting the obligation of certain police and judicial duties within his State.

In 1855 it was found that the Kandhs of the highlands of Bod, known as the Kandhmals, had for some years past ceased to render allegiance to the Raja of Bod, who himself admitted that he had no power in the country and was not in possession of it. It was also found that some of the tribal chiefs of the Kandhmals had harboured Chakra Bisoi and other public enemies who frequently committed depredations in Ghumsar. The Kandhmals were, therefore, occupied by Government and permanently removed from the jurisdiction of the Raja of Bod. They have ever since remained under direct management and control.

In 1875 a Sanad (No. CXXV) was granted to the Raja renewing for 20 years the settlement which had been made with him in 1821. The Sanad of 1894 (No. CV), which fixed his tribute permanently, rendered any further settlement unnecessary.

The late Chief, Raja Pitambar Deo, died on the 5th October 1879, and was succeeded by Raja Jagendra Deo, who was born on the 21st May 1857.

The area of the State is 1,264 square miles ; revenue Rs. 61,104 ; population, by the census of 1901, 88,250 ; and tribute Rs. 800. It has (1905) 15 armed police.

The State is liable to the nazarana rules.

In 1882 an appeal was preferred to the High Court by one Metha Kharia against a conviction and sentence passed upon him by the Commissioner of Chota Nagpur. The offence was committed in Gangpur, and the case was referred by the Chief of that State to the Commissioner for trial. The accused was tried in Lohardaga. The case was heard by a Divisional Bench of the High Court, which rejected the appeal on the ground that the Court had no powers to interfere. The powers exercised by British Courts in respect of criminal cases arising in these States were regularised by the Notifications of the Government of India in the Foreign Department No. 640-I. B., dated the 8th March 1899 and No. 301-I. B., dated 22nd January 1904, and the law and procedure by which such Courts were to be guided were indicated by the same Department's Notification No. 2690-I. B., dated the 16th September 1899.

The present Chief of *Bonai*, Raja Indra Deo, was born on the 6th January 1884 and succeeded his father, Raja Chandra Deo, on the 19th February 1902. The State is under Government management.

The area of Bonai is 1,296 square miles; revenue Rs. 90,782; population, by the census of 1901, 38,277; and tribute Rs. 500. It possesses 2 unserviceable guns.

Raja Raghunath Sikhar Deo, the present Chief of *Gangpur*, succeeded to the *gadi* in December 1865. He was born on the 25th January 1852, and took over charge of the State in January 1871. Owing to his maladministration of the State, the Raja was required in 1900 to appoint a Diwan selected by the Government of India.

In 1888 the Chief ceded civil and criminal jurisdiction over the lands in his State required by the Bengal-Nagpur Railway.

In February 1894 the Raja granted a goldmining lease, and in February 1898 and May 1902 leases for quarrying lime and limestone to Edward Golding Barton. The leases are for 30 years each.

The area of Gangpur is 2,492 square miles; revenue Rs. 2,85,566; population, by the census of 1901, 238,896; and tribute Rs. 1,250. It possesses (1905) 45 armed police.

Both States are liable to the nazarana rules.

Bamra, *Kalahandi* or *Karond*, *Patna*, *Rairakhol*, and *Sonpur* were formerly included among the Chiefs in the Chhattisgarh Commissionership, and their early general history is dealt with in Part IV (Central Provinces).

(8) KEUNJHAR.

A treaty was concluded with, and a kaulnama given to, the Raja of Keunjhar on the 16th December 1804, by which he was to pay a tribute of Rs. 2,976-11-11 (Nos. CXXVIII and CXXIX), but in recognition of his services during the mutiny, this was reduced, in 1859, by Rs. 1,000, and the Chief was granted the personal title of Maharaja. In 1868 a disputed succession in Keunjhar rendered it necessary for the British Government to despatch a considerable force into the country and restore peace. After this the country was for some time under British superintendence, but this was withdrawn in 1878. In May 1891 an insurrection, in which the hill tribes were the chief movers, broke out but was easily put down by a small force of troops and police. The Maharaja was temporarily relieved of his duties, and the State put under management with a view to a searching enquiry into the causes of discontent. It was decided to permit the Maharaja to resume control of his State, but measures were instituted for the improvement of his administration, and an agent was appointed to assist and advise the Maharaja. The agent was withdrawn in 1900 and an official holding the post of Deputy Collector was appointed to be Diwan to the Chief.

Dhanurjai Narayan Bhanj Deo, who succeeded to the State in 1861, and on whom the title of Maharaja was conferred in 1877 as a personal distinction, died on the 27th October 1905, and was succeeded by his eldest son, Raja Gopi Nath Narayan Bhanj Deo, at the age of 21.

The Chief was granted a new Sanad (No. CXXX) in 1898.

The area of the State is 3,096 square miles ; revenue Rs. 3,09,624 ; population, by the census of 1901, 285,758 ; and tribute Rs. 1,710-1-3, which excludes the tribute paid by Pal-Lahara. It has (1905) 11 cavalry, 137 infantry, 110 armed police, and artillery men, with 2 serviceable and 10 unserviceable guns.

(9) KHANDPARA.

The late Chief, Raja Natobar Mardraj Bhromorbur Rai, adopted as his heir Ram Chandra Samanta, who was born in 1867. On the former's death on the 3rd September 1905, the latter succeeded to the State.

The area of the State is 244 square miles ; revenue Rs. 49,431 ; population, by the census of 1901, 69,450 ; and tribute Rs. 4,211-8-8. It has (1905) 13 armed police, and 5 unserviceable guns,

The area of the State is 199 square miles ; revenue Rs. 62,656 ; population, by the census of 1901, 39,613 ; and tribute Rs. 1,455-8-3. It has (1905) 6 armed police, 1 unserviceable and 6 serviceable guns.

(12) NAYAGARH.

The late Chief, Raghunath Singh Mandhata, died on the 4th September 1897, without an heir. His younger Rani adopted Narayan Singh Mandhata, born about 1878, who was allowed to succeed in July 1898 ; but owing to his incapacity the State continues under Government management.

The area of the State is 588 square miles ; revenue Rs. 1,36,197 ; population, by the census of 1901, 140,779 ; and tribute Rs. 5,525-4-1. The State possesses (1905) 21 infantry, 21 armed police, and 3 serviceable guns.

(13) NILGIRI.

In addition to the treaty engagement of 1803 (see No. XCVII) executed by Raja Ram Chandra Mardraj Hari Chandan, another one (No. CXXXII) was executed in 1833 by Rani Chira Dei, widow of Govind Chandra Mardraj Hari Chandan. Raja Shyam Chandra Mardraj Hari Chandan, the present Chief, succeeded his adoptive father, Raja Krishna Chandra Mardraj Hari Chandan, on the 11th May 1893. He was born on the 6th January 1877, and during his minority, up till 1898, the State was under Government management. Owing to his complicity in a case of torture in his State, the Raja was deprived temporarily of his powers in 1905, and the State is again under management.

The area of the State is 278 square miles ; revenue Rs. 1,71,617 ; population, by the census of 1901, 66,460 ; and tribute Rs. 3,900-7-8. It has (1905) 13 armed police.

(14) PAL-LAHARA.

Pal-Lahara was originally a larger State, but was dispossessed of much property by neighbouring Rajas. About the year 1778 the Keunjhar Raja appears to have obtained ascendancy in Pal-Lahara owing to his interference in a dispute about the succession. In 1825 an attempt was made to disown the supremacy of Keunjhar, but it was unsuccessful.

An objection was preferred to the Political Agent of the South-West Frontier on the ground that Pal-Lahara was subject to Sambalpur, but it

Lal Bishwanath Singh. Maharaja Ramchandra Singh Deo shot himself on the 8th June 1895, and was succeeded by the present Chief, his uncle, Maharaja Dalganjan Singh Deo, born in 1857. The management of the State was entrusted to him on certain conditions, which have since been to some extent relaxed.

The area of Patna is 2,399 square miles; revenue Rs. 1,48,037; population, by the census of 1901, 277,748; and tribute Rs. 8,500. It possesses (1905) 80 armed police.

The State is liable to the nazarana rules.

(23) RAIRAKHOL.

The Chief of this State was not at first included in the list of feudatories, at the time of their classification in 1865, on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers, who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised in May 1866 as a feudatory, and in the same year he was granted a Sanad of Adoption (No. CXLI). A Sanad defining his status as a feudatory Chief was granted to him in the following year (No. CXLII).

Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his mismanagement of his State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent. Bishan Chandar Janamuni died on the 10th June 1900, and was succeeded by his grandson, Raja Gur Chandra Deo, who was born in 1871. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. The Raja attended the Delhi Coronation Darbar in January 1903.

The area of Rairakhhol is 833 square miles; revenue Rs. 58,157; population, by the census of 1901, 25,888; and tribute Rs. 800. It possesses (1905) 10 armed police.

The State is liable to the nazarana rules.

(24) SONPUR.

This family is an offshoot from the former ruling house of Sambalpur. Raja Niladhar Singh Deo, who was born in 1839 and succeeded in 1840,

(17) TIGARIA.

The present Chief, Raja Banamali Khetrya Birbar Chempati Singh Mahapatra, who was born on the 19th March 1857, succeeded his father on the latter's death on the 8th April 1886.

The area of the State is 46 square miles; revenue Rs. 9,158; population, by the census of 1901, 22,625; and tribute Rs. 882.

(18 AND 19) BONAI AND GANGPUR.

These, with a number of other States now under the Chief Commissioner of the Central Provinces, were ceded to the British Government in 1803 (see No. CLVIII) by the Maratha Chief Raghoji Bhonsla, but were restored to him in 1806 (see No. CLIX). They reverted to the British Government under the provisional agreement concluded with Madhoji Bhonsla (Appa Sahib) in 1818 (see No. CLXI) and were finally ceded by the Treaty of 1826 (see No. CLXII). They were formerly dependent on the Chief of Sambalpur, but this dependency ceased when they came under the British Government. For a time they formed part of the South-Western Frontier Agency created in 1833, but they were transferred to the charge of the Commissioner of Chota Nagpur in 1854.

Settlements were made with both these States in 1827, which were renewed in 1875-76 for twenty years by fresh Sanads (Nos. CXXVII-CXXXV).

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the jurisdiction of these Chiefs were limited to sentences of imprisonment not exceeding 12 months, or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment not exceeding 2 years, or to fines not exceeding Rs. 200. They had no power of appeal, and all sentences passed by them were subject to revision by the Commissioner. They also dealt with the management of police, &c.

The Secretary of State having decided that the above documents do not form part of British India records, the same were accordingly not granted to the Chiefs in 1944. Since then, the documents have remained in the possession of the Secretary of State. On the partition of Bengal in 1947, the documents were transferred to the Government of West Bengal (CXXV-CXXVI), and in 1950, they were transferred to the Government of India (CXXVII-CXXVIII). The documents were then placed in the custody of the Secretary of State for a period of 14 years.

No. XCVII.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH KANIKA, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1803.

I, Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company as contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur, to the said Government, as my annual peshkus or tribute, 84,840 kahuns of Cowrees, in three instalments, as specified herein below.

Clause 3.—I will on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim; but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all rissud and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water, with goods or orders, or with any perwannah on the part of the Government, through my boundaries, and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall disobey the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such

Kabuliats were executed in 1827 (see No. CLXVIII) by these five Chiefs which fixed their revenues payable to Government, nominally for five years, but at the expiry of that period the agreements were not renewed. A separate Engagement (see No. CLXIX) was at the same time taken from each Chief binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment. In 1866 Sanads (No. CXL), dated the 20th May 1865, guaranteeing the Chiefs the right of adoption, were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs of Bamra, Kalahandi, Patna, and Sonpur. The one granted to Raja Bishan, Chandar Zenamuni of Rairakhol, is dated the 23rd May 1866 (No. CXLI), as previous to that time he had not been recognized as a Feudatory Chief. In the following year Sanads, dated the 4th September 1867, (No. CXLII) were granted to these Chiefs recognising them as feudatories and fixing their tribute for 20 years. The one which was prepared for Patna, however, could not be delivered formally to the Chief, owing to trouble in the State at the time which led to its being taken under Government management. In 1889 the sanad was forwarded to the Superintendent of the State for safe custody, and, after the release of the State from direct management, it was handed over to the Raja. In February 1888 the tribute payable by the Chiefs was enhanced. On the 23rd December 1905, after the partition of Bengal, fresh Sanads (Nos. CXLIII to CXLVII) were granted to them, fixing their tribute for 20 years with effect from 1888.

(20) BAMRA.

Bamra originally formed one of the Sambalpur and Patna, or Garhjat, group, whose Chiefs were at first independent but were subsequently in subordination to the Maharaja of Patna, the most powerful of their number.

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew, Raja Sudhal Deo, who was born in 1848. He was appointed to be a Companion of the Indian Empire in 1889, and in 1895 was raised to the Knight Commandership of the same Order. He died on the 19th November 1903, and was succeeded by his eldest son, Raja Tribhuvan Deo, who was born in 1873.

No. XCVIII.

KAPOOL-NAMAH granted by the HONORABLE EAST INDIA COMPANY'S COMMISSIONERS for the SOOBAH of CUTTACK to RAJAH BALABHADRA BHUNJ, RAJAH of KANIKA,—1803.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment as set forth in the following paras. to Rajah Balabhadra Bhunj, Rajah of Killah Kanika, in the said Soobah of Orissa.

Clause 1.—The annual peshkus payable by the Rajah for his Rajgee of the said Killah, is fixed in perpetuity at 84,840 kahuns.

Clause 2.—No further demand, however small, shall be made on the said Rajah or received from him, as nuzzur, supplies, or otherwise.

Clause 3.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace. Therefore any just representation or complaints made to the Government by the said Rajah of Kanika will meet with a decision in accord with justice.

Dated 22nd November 1803.

Saban 6th, 1211.

(Sd.) G. HARCOURT, *Lieut.-Colonel,* } *Commissioners.*
 „ J. MELVILLE,

Similar acknowledgments were given to the following Rajahs:—

1. Rajah of Killah Narsingpore.
2. Ditto of ditto Tigrecah.
3. Ditto of ditto Dhenkanal.
4. Ditto of ditto Runpore.
5. Ditto of ditto Barombar.
6. Ditto of ditto Kundpara.
7. Ditto of ditto Noyaghur.
8. Ditto of ditto Talchere.
9. Ditto of ditto Atzur.
10. Ditto of ditto Nilgiri.
11. Ditto of ditto Hindole.
12. Ditto of ditto Duspulla and Joremoo
and 10 others.

Rajahs, and Zemindars, namely :—

- | | |
|------------------------|-------------------|
| 1. Of Noyaghur. | 8. Of Tigreeah. |
| 2. „ Barombar. | 9. „ Boad. |
| 3. „ Hindole. | 10. „ Talchere. |
| 4. „ Runpore. | 11. „ Dhenkanal. |
| 5. „ Angool. | 12. „ Nilgiri. |
| 6. „ Duspulla Joremoo. | 13. „ Mohurbhunj. |
| 7. „ Atzur. | 14. „ Keonjhur. |

And of the Zemindar of Atmullick, and of the Surburakar of Pal Lehra.

(True translation.)

WM. L. LACEY,
Oorish Translator to Government.

No. C.

ADOPTION SUNNUD granted to CHIEFS* of the TRIBUTARY MEHALS of ORISSA,—1862.

HER MAJESTY being desirous that the Government of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued. In fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

The 11th March 1862.

(Sd.) CANNING.

No. CI.

SUNNUD granted to KISHEN CHUNDER BHUNJ of MOHURBHUNJ —1874.

In recognition of your position I hereby confer upon you the title of "Rajah" as a hereditary distinction to be assumed by your successors on formal recognition of their succession.

The 21st May 1874.

(Sd.) NORTHBROOK.

* Mohurbhunj. Keonjhur. Nilgiri. Dhenkanal. Duspulla. Talchere. Hindole. Narsingpore. Tigreeah. Barombar. Kundpara. Noyaghur. Runpore. Atzur. Pal Lehra. Boad. Atmullick.

received the personal title of Bahadur for services to the British Government. Owing to the unsatisfactory management of his State a Diwan was appointed in 1887, to assist the Raja in his administration, under the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who in 1898 received the title of Raja Bahadur, in recognition of his excellent administration. The present Chief, Raja Bir Mitradaia Singh Deo, was born in 1874, and succeeded his father in August 1902. He was present at the Delhi Coronation Darbar in January 1903.

The area of the State is 906 square miles; revenue Rs. 1,22,415; population, by the census of 1901, 169,877; and tribute Rs. 9,000. It has (1905) 30 armed police.

The State is liable to the nazarana rules.

contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkus, to be paid:—

In the month of Cheyt	.	.	.	.	28,840	kahuns.
Ditto Jeyt	.	.	.	.	28,000	"
Ditto Asar	.	.	.	.	28,000	"
Total					84,840	"

Dated the 22nd November 1803.

Saban 6th, 1211 Umlee.

N.B.—The Rajahs of the following Killahs or Tributary States, and other Zamindars, subordinate to Cuttack, are bound by precisely similar Treaty Engagements taken at the same time. Their names and amount of tribute are added below: but the amount of tribute has in some cases been subsequently altered:—

1. Killah Atzur—Rajah Sreekurn Gopenath Buburta Putnaick.
Tribute, 23,111 kahuns.
2. Killah Barombar—Rajah Pindik Mungraj.
Tribute, 6,340 kahuns.
3. Killah Nursingpore—Rajah Man Sing Hureechundun.
Tribute 6,601 kahuns.
4. Killah Jourmoo—Rajah Gouree Churn Deo Bhunj.
Tribute, 4,500 kahuns.
5. Killah Talchere—Rajah Bhageruthee Beerbur Hureechundun.
Tribute, 6,715 kahuns.
6. Killah Tigreeah—Rajah Chumput Sing.
Tribute, 4,000 kahuns.
7. Killah Hindole—Rajah Kissen Chunder Murdraj Jugdeo.
Tribute, 2,500 kahuns.
8. Killah Kundpara—Rajah Bhoerbur Ray.
Tribute, 24,100 kahuns.
9. Killah Dhenkanal—Rajah Ramchunder Mohendro Bahadoor.
Tribute, 23,125 kahuns.
10. Killah Runpore—Rajah Bujradhur Nurindra.
Tribute, 6,000 kahuns.
11. Killah Noyaghur—Rajah Mandhata.
Tribute, 26,450 kahuns.
12. Killah Nilgiri—Rajah Ramchunder Murdraj Hureechundun.
Tribute, 23,400 kahuns.

&c.,

&c.

No. XCIX.

RECOGNISANCE or ENGAGEMENT taken from the CHIEF OFFICERS of the RAJAH of KILLAH NURSINGPORE, a Tributary Estate, Subordinate to Cuttack, to secure the prevention of the practice of "SUTTEE." Executed by BALKROOSTNO PUTNAIK BABURTA, or Chief Minister of the RAJAH, GUNGADUR CHAMOOKARUN PUTNAIK, NEEL BAHARE MAHANTEE, DUSRUTHEE PUTNAIK, and LOKENATH PUTNAIK, officers of the Rajah's household,—1842.

We, the Baburta and others, officers of the Rajah of Killah Nursingpore, hereby bind ourselves as follows:—

It having been stated, in accordance with the commands of the Home Government and the Governor-General, in clause 2 of the Rules of Practice issued by the Superintendent of the Tributary Mehals, that the practice of "Suttee," or the burning of living Hindoo females, is altogether prohibited: We therefore and accordingly have forbidden this practice within the limits of this Killah of Nursingpore, and we do bind ourselves never voluntarily, or under compulsion, to lend our aid to the performance of any such rite, so prohibited by the Superintendent of the Tributary Mehals, or to allow others to do so.

Further, if on the demise of a Rajah, and any of his Ranees should actually desire to become "Suttees," and should disregard our prohibition, we will restrain them from becoming "Suttees," and make a report of the circumstance to the Superintendent, and conform to such orders as we may receive from him. Without the Superintendent's orders (or permission) we will not allow any person to become a Suttee. And we engage unhesitatingly to submit ourselves to any penal orders which the Superintendent of the Tributary Mehals may issue, if we shall act in any way contrary to the engagements of this Recognisance.

Dated 4th day of the month of Bysack 1249, corresponding to the 14th of April A.D. 1842.

Signed by BALKROOSTNO PUTNAIK AND OTHERS.

N.B.—Engagements, precisely similar in purport and wording, were executed at the same time by the officers of the following Tributary Mehals,

No. CVIII.

SANAD granted to the CHIEF of HINDOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Hindol in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jonardan Murdraj Jug Deb, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jonardan Murdraj Jug Deb, son of Raja Phokur Singh Murdraj, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III }
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V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

Similar Sunnuds were granted to the Chiefs of Keonjhur, Hindole, Boad, Nilgiri, Tigreeah, Runpore, Noyaghur, Nursingpore, Kundpara, Atzur, Barombar, Duspulla, Talchere, Atmullick, Dhenkanal, and Pal Lehra.

The personal distinction enjoyed by the Chiefs of Dhenkanal and Pal Lehra remains unaffected.

No. CII.

SANAD granted to the CHIEF of ATHGARH, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athgarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you Raja Sree Karan Raghunath Babarta Patnaik the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sree Karan Raghunath Babarta Patnaik, son of Raja Sree Karan Jagannath Babarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted, as heretofore, to generally administer the territory of the said Athgarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder, homicide, dakaity, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers in the manner, to the extent, and subject to the conditions, if any, which His Honour may

No. CIII.

SANAD granted to the CHIEF of ATHMALLIK defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athmallik in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Mohendra Deo Samant, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Maharaja Mohendra Deo Samant, son of Raja Jogendra Deo Samant, are hereby formally recognised as the Feudatory Chief of the Athmallik State, and you are permitted, as heretofore, to generally administer the territory of the said Athmallik State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four hundred and eighty per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

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} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

*Viceroy and Governor-General
of India.*

No. CXII.

SANAD granted to the CHIEF of NARSINGHPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Narsinghpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, son of Raja Broja Sundar Man Sing Hurree Chandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsinghpur State, and you are permitted, as heretofore, to generally administer the territory of the said Narsinghpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

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VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CV.

SANAD granted to the CHIEF of BOAD defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—
1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Boad in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jogendra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jogendra Deo, son of Raja Pitambar Deo, are hereby formally recognised as the Feudatory Chief of the Boad State, and you are permitted, as heretofore, to generally administer the territory of the said Boad State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred per annum which you and your predecessors have heretofore paid, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III }
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VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA ;

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

The 27th October 1894

Viceroy and Governor-General
of India.

No. CXIV.

SANAD granted to the CHIEF of NILGIRI defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nilgiri in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Shyam Chandra Murdraj Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Shyam Chandra Murdraj Hurree Chandan, son of Raja Krishna Chandra Murdraj Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore, to generally administer the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

(Sd.) ELGIN,

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

Viceroy and Governor-General
of India.

No. CIX.

SANAD granted to the CHIEF of KEUNJHUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Keunjhur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keunjhur State, and you are permitted as heretofore, to generally administer the territory of the said Keunjhur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CXVI.

SANAD granted to the CHIEF of RANPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Ranpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Benudhur Bajradhur Narindra Mahapatra, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Benudhur Bajradhur Narindra Mahapatra, son of Raja Braja Sunder Narindra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to generally administer the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CXI.

SANAD granted to the CHIEF of MOARBHANJ defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Morbhanj in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sriram Chandra Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sriram Chandra Bhunj Deo, son of Maharaja Krishna Chandra Bhunj, are hereby formally recognised as the Feudatory Chief of the Morbhanj State, and you are permitted, as heretofore, to generally administer the territory of the said Morbhanj State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and sixty-seven, annas eleven and pies nine per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

*Viceroy and Governor-General
of India.*

No. CXVIII.

SANAD granted to the CHIEF of TIGIRIA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Tigiria in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, son of Raja Harihar Khetrya Beerbur Chumptee Sing Mohapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to generally administer the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid :—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA ;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CXIII.

SANAD granted to the CHIEF of NAYAGARH defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nayagarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sing Mandhata, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Raghunath Sing Mandhata, son of Babu Bundhu Hari Chandan, are hereby formally recognised as the Feudatory Chief of the Nayagarh State, and you are permitted, as heretofore, to generally administer the territory of the said Nayagarh State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five thousand five hundred and twenty-five, annas four and pie one per annum, which you and your predecessors have heretofore paid.

III }
IV }
V }
VI } These clauses are identical with the corresponding clauses of the
VII } Sanad granted to Athgarh (see No. CII).
VIII }
IX }
X }

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

Viceroy and Governor-General
of India in Council

No. CXX.

COUNTER-ENGAGEMENT executed on behalf of GOVERNMENT to
RAJAH BISSUMBUR DEO, RAJAH of KILLAH BOAD and
ATMULLICK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para. to Rajah Bissumbur Deo of Killah Boad and Atmullick, in the said Soobah of Orissa :—

Clause 1.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friend are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

(Sd.) G. HARCOURT, *Lieut.-Colonel,* }
" J. MELVILLE, } *Commissioners.*

Dated 3rd March 1804.

8th Zekudda 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXXI.

*Translation of a Kabuliyut executed by LACHANDRA, Sawant of Atmalik,
dated the 30th May 1819, 22nd Feyth 1226, F.S.*

WHEREAS I, Lachandra, Sawant of Atmalik, do hereby promise to pay the sum of Rs. 3,600 (at the rate of 12 doganis per rupee), being the jum-

No. CXV.

SANAD granted to the CHIEF of PAL LAHERA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you; Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Peudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III }
IV }
V }
VI } These clauses are identical with the corresponding ones in the
VII } Sanad granted to Athgarh (see No. CII).
VIII }
IX }
X }

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

*Viceroy and Governor-General**of India.*

I, RAJAH JOGENDRA SAWANT, of Killah Atmullik, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.



No. CXXIII.

Translation of a Kabuliyut executed by RAJAH CHANDRA SIKHUR DEO, Zemindar of Boadh, dated November 1821.

I, RAJAH CHANDRA SIKHUR DEO, zemindar of Boadh, do hereby promise to pay Rs. 3,750 sicca kaledar, the amount of tribute fixed by the Honorable the East India Company for my entire estate, without pleading any excuse on the score of calamity, for a period of five years from 1231 to 1235 Nagpuri year. I, of my own free will and accord, promise to pay the same sum year by year according to the instalments noted below into the Sumbulpur treasury. I will make no excuse for non-payment; wherefore I write these few lines in the shape of a kabuliyut to be used when required.

No. CXXIV.

Translation of an Agreement executed by RAJAH CHANDRA SIKHUR DEO, Zemindar of Boadh, dated 17th February 1827, corresponding with 8th Falgoon 1234 Fusli, or 1236 Nagpuri year.

WHEREAS the police duties of my entire zamindari have been entrusted to me by the Government, and I have voluntarily accepted the obligation, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honestly; and whatever suits may be instituted within my jurisdiction for money transaction, &c., I will decide them conscientiously and impartially, and will listen to all objections that may be brought forward, and decide the cases properly. If both parties shall agree to have their disputes settled by arbitration, I will appoint arbitrators, and instruct them to adjust the case without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, &c., which may occur in my zamindari, I will make thorough inquiries and apprehend the offenders, take evidence and honestly decide the cases. I will send reports of all such cases to the authorities. I will transmit the monthly papers on the 5th of the succeeding month to Sumbulpur by post, and will not conceal any crime. I will not oppress the ryots or inhabitants of my illaka. I will keep a vigilant watch on my am-

No. CXVII.

SANAD granted to the CHIEF of TALCHER defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Talcher in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Kishore Chandra Beerbur Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

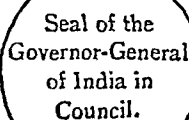
I.—You Raja Kishore Chandra Beerbur Hurree Chandan, son of Raja Ram Chandra Beerbur Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to generally administer the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid.

III }
IV }
V }
VI } These clauses are identical with the corresponding ones in the
VII } Sanad granted to Athgarh (see No. CII).
VIII }
IX }
X }

SIMLA ;

The 27th October 1894.



Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CXXVI.

TREATY ENGAGEMENT executed by GOUREE CHURN BHUNJ, RAJAH of KILLAH DUSPULLA, a Hill State Tributary to Cuttack, to the HONORABLE COMPANY'S SPECIAL COMMISSIONERS for the SOOBAN of ORISSA, MESSRS. HARCOURT and MELVILLE.

I, Rajah Gouree Churn Bhunj of Killah Duspulla, in the Soobah of Orissa, do hereby engage faithfully and correctly to abide by this Engagement entered into by me with the Honorable East India Company, and contained in the following Clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I hereby engage to preserve in safe keeping the "Ghattee" or pass called Burmool, and if at any time troops, horse or foot, without the orders of the said Company's Government, endeavour to cross the said Pass, I engage to prevent them so doing. In case any larger body of troops should endeavour to force the Pass, I will forward immediate intimation of the circumstance to the constituted authorities, and meanwhile, till such time as the Government troops shall arrive on the spot, I will oppose the forcing of the Pass with my own forces.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authorities. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply to the extent of their capability all "russud" and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatsoever, who may be proceeding by land or water, with goods or orders, or with any Perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

No. CXIX.

TREATY ENGAGEMENT executed by the RAJAH of BOAD and ATMULLICK, a TRIBUTARY MEHAL SUBORDINATE to CUTTACK, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Bissumbur Deo, Rajah of Boad and Atmullick, in the Soobah of Orissa, engage faithfully and correctly to abide by this engagement entered into by me with the Honorable East India Company, as contained in the following clauses, to wit:—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 3.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all "russud" and supplies, which shall be sold at fair prices. Further, I will, on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, who may be proceeding by land or water through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 4.—In case any neighbouring party whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion of such rebel recusant. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

March 3rd, 1804.

(True translation.)

WM. L. LACEY,
Ooriah Translator to Government.

No. CXXVIII.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH KEONJHUR, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Junardun Bhunj, of Killah Keonjhur, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause 1.—I will continue in constant friendship with the Honorable East India Company, holding myself in submission and loyalty to them, and regarding their enemies as my enemies.

Clause 2.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute 12,000 kahuns of Cowrees in three instalments, as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I will take measures of precaution and care within my own territories, so as to prevent the passage, within my boundaries, of any troops, horse or foot, who may be the enemies of the said Company.

The tribute to be paid in the following instalments, to wit:—

In the month of Cheyt	...	...	4,000 kahuns.
Ditto ditto Jeyt	...	...	4,000 "
Ditto ditto Asar	...	...	4,000 "

Dated 16th December 1804.

1st Ramaan 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

ma for three years fixed by Government for my whole estate of Pergunnah Atmalik, without pleading any excuse of calamity, that is to say, I agree to pay Rs. 1,200 per annum from 1228 to 1230 according to instalments detailed below into the Sumbulpur Treasury as Government rent for my estate, and will make no objection of any kind. Wherefore I do write these few lines in the shape of a kabuliyut, to be used when required.

No. CXXII.

Dated Cuttack, the 12th November 1875.

To RAJAH JOGENDRA SAWANT, of Killah Atmullik.

WHEREAS the estate of Atmullik has been open to re-settlement or revision since the 30th day of May 1821, but in consideration of the circumstances of Atmullik estate the settlement made with Luchendra Sawant has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of Atmullik estate have been conducted by its former chiefs and by you, Rajah Jogendra Sawant, has been pleased to direct that the present settlement be renewed for a period of 20 years; you are hereby informed that the existing settlement of the estate of Atmullik is renewed with you for 20 years, commencing from the 1st day of the month of January 1876, and ending on the 31st day of the month of December 1895, under the conditions, agreements, and stipulations detailed in the kabooliyats executed by Luchendra Sawant on 30th May 1819. You will pay the current fixed tribute, *viz.*, Rs. 480 per year, for a further period of twenty years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists:—

	Rs.
First or Chayt kist, due on or before the last day of April	160
Second or Jeyt kist, due on or before the last day of June	160
Third or Assar kist, due on or before the last day of July	160
	—
Total	480
	—

T. E. RAVENSHAW,
Supt. of Tributary Mehals.

No. CXXX.

SANAD granted to the CHIEF of KEONJHUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1898.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Keonjhar in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keonjhar State, and you are permitted, as heretofore, to generally administer the territory of the said Keonjhar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid, exclusive of the tribute or peshkash of Rupees two hundred and sixty-six, annas ten and pies eight payable to your credit by the Chief of Pal Lahera.

III.—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder, homicide, dakaiti, robbery, and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate. Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal, and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers, in the manner, to the extent, and subject to the conditions, if any, which His Honour may prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may

lah, that they may not oppress any body. I will not levy the prohibited cesses nor confine any one on account of it. I have no claim on the intestate property—it belongs to Government; and whatever property of this kind may come into my hands, I will retain in my custody and report about it to the authorities. If I act contrary to the following stipulations, I shall be held responsible for it, and if it is proved against me, I shall submit to the penalties that may be inflicted on me. Wherefore I write these few lines in the shape of an agreement to be used when required.

No. CXXV.

SANAD granted to RAJAH PITAMBER DEO of KILLAH BOAD on renewal of former settlement,—1875.

Whereas the Estate of Boad has been open to re-settlement or revision since the 30th day of November 1826, but in consideration of the circumstances of Boad Estate the settlement made with Rajah Chunder Sekur Deo has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council, having reason to be satisfied with the manner in which the affairs of Boad Estate have been conducted by its former Chiefs, and by you, Rajah Pitamber Deo, has been pleased to direct that the present settlement be renewed for a period of twenty years: you are hereby informed that the existing settlement of the Estate of Boad is renewed with you for twenty years commencing from the 1st day of the month of January 1876 and ending on the 31st day of the month of December 1895 under the conditions, agreements, and stipulations detailed in the kaboolyuts executed by Rajah Chunder Sekur Deo in November 1821 and 17th February 1827. You will pay the current fixed tribute, *viz.*, Rupees 800 per year, for a further period of 20 years from the 1st day of January 1876. The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists:—

					<i>Rs. a. p.</i>
1st or Chayt kist	due on	or before	the last	of April	... 266 10 8
2nd or Jeyt	ditto	ditto	of June	...	266 10 8
3rd or Assar	ditto	ditto	of July	...	266 10 8
Total					... 800 0 0

(Sd.) T. E. RAVENSHAW,

The 12th November 1875. Supdt., Tributary Mehals of Orissa.

I, Rajah Petamber Deo, of Killah Boad, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

Seal of the
Rajah of
Boad.

No. CXXXI.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH MOHUR BHUNJ, a Tributary Mehal subordinate to Cuttack, in the SOOBAN of ORISSA,—1829.

I, Rajah Judoonauth Bhunj, Bahadoor, of Killah Mohurbhunj, of Cuttack, do enter truly and honestly into this Engagement executed by me to the Government of the Honorable East India Company as hereinafter contained, to wit :—

Clause 1.—I will always maintain myself in submission and loyalty to the Honorable East India Company's Government.

Clause 2.—I engage for myself and my heirs and successors to pay annually in perpetuity, and without demur or excuse, as peshkus for the said Killah, 1,001 Sicca rupees, in the following instalments, to the said Government.

Clause 3.—If any resident of the said Soobah of Orissa should flee and come into my territories, I engage, on demand, to cause him to be immediately apprehended, and send him on to the authorities (for the time being).

Clause 4.—If any ryot belonging to my territories should commit an offence within the Mogulbundi boundaries, then, on demand to that effect, I engage to cause such offender to be apprehended and sent to the Authorities for trial. And should I have ground of claim on any resident of the Mogulbundi, I will refrain from enforcing such claim on such person of my own motion, but will notify the circumstance to the Authorities and act on such orders I may from him receive.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all rissud and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water with goods or orders, or with any perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

Clause 6.—In case any neighbouring Rajah, or any other person whatever, shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purposes of coercion and investigation, and the bringing of such recusant into subjection to the aforesaid Government, such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

(True translation.)

WM. L. LACEY,
Oorish Translator to Government.

NO. CXXVII.

KAOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the Government to RAJAH GOUREE CHURN BHUNJ of KILLAH DUSPULLA, by the HONORABLE EAST INDIA COMPANY'S COMMISSIONER for the SOOBAAH of CUTTACK.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following paras., to Rajah Gouree Churn Bhunj, Rajah of Killah Duspulla, in the said Soobah of Orissa.

Clause 1.—So long as he shall remain obedient and loyal to the Government of the East India Company, no Peshkus, or tribute, or payment, or nuzzur, or other demand shall be made on the said Rajah, or taken from him for the Rajgee of the said Rajah's Killah.

Clause 2.—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them, and constant in the impartial administration of justice to all its subjects alike, and therefore in like manner extends the same impartiality to the Rajahs, such as have been indicated above, and seeks always their prosperity and peace—therefore any just representation or complaints made to the Government by the said Rajah of Duspulla will meet with a decision in accord with justice.

(Sd.) G. HARCOURT, *Lieut.-Colonel.* } *Commissioners.*
" J. MELVILLE, }

(No date attached to copy.)

(A true translation.)

WM. L. LACEY,
Oorish Translator to Government.

people of my Killa to supply, to the extent of their capability, all rasad and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatever, who may be proceeding by land or water with goods or orders or with any parwana on the part of Government through my boundaries and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Raja or any other person whatever shall disobey the said Government, I engage on demand and without demur to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkas to be paid :—

			Rs.	As.	Ganda.	Kauris.
In the month of Cheyt	...	...	1,269	0	0	„
Ditto Jeyt	...	...	1,269	0	0	„
Ditto Asar	...	...	1,118	11	3	2
Total			3,656	11	3	2

Dated 21st March 1833.

MUKHTAR JAGANNATH BALLABH,

for most obedient servant, Rani Chira Dei, wife of Gobind
Chandra Mardraj Harichandan, deceased.

No. CXXXIII.

SANAD granted to the CHIEF of PAL-LAHERA, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1898.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory

No. CXXIX.

KAOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the GOVERNMENT to JONARDUN BHUNJ, RAJAH of KILLAH KEONJHUR, 16th December* and delivered to PERSADEE DOSS, VAKEEL.

We, Lieutenant-Colonel George Harcourt, Commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this acknowledgment, as set forth in the following paras., to Rajah Jonardun Bhunj of Killah Keonjhar in the said Soobah of Orissa.

Clause 1.—We agree that the whole of the lands, whether called Mogulbundi or by any other name, which were in the possession and enjoyment of the said Rajah of Keonjhar, during the time of the Mahratta Sovereignty, shall belong in perpetuity to the said Rajah of Keonjhar, and further, we agree that besides the peshkus (or tribute) hereinafter specified, no demands shall be made or levied from him.

Clause 2.—The annual peshkus (or tribute) payable for the Rajgee of the said Killah, is fixed in perpetuity at 12,000 kahuns of Cowrees and no further payment, however trifling, whether as Nuzzur or supplies, or under whatsoever name, shall be demanded or taken from the said Rajah.

Clause 3.—Any just representation made by the Rajah of the said Killah shall receive, on the part of the Honorable Company's Government, an answer in accord with the amity subsisting with the said Rajah.

(Signed) G. HARCOURT, *Lieut.-Col.*

„ J. MELVILLE.

(A true translation.)

WM. L. LACEY,

Oorlah Translator to Government.

* The original of this document does not bear the year on it, but there is little doubt it was granted in 1804.

No. CXXXV.

SUNNUD given to the Chief of GANGPORE on renewal of the former settlement.

WHEREAS the estate of Gangpore has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Pursooram Sikhar Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Rughoonath Sikhar Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Gangpore is renewed with you for twenty years, commencing from the 5th day of the month of November 1875, and ending on the 4th day of the month of November 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late ancestor, the said Rajah Pursooram Sikhar Deo, on the 17th February 1827 aforesaid.

Sunnud issued on the 3rd March 1876.

W. LE F. ROBINSON,

Commissioner of Chota Nagpore.

No. CXXXVI.

SANAD granted to the CHIEF of BONAI, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Bonai in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Chandra Deo, son of Raja Inder Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted, as heretofore, to generally administer the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

passing criminals into your territory, and you shall not allow any of your own State taking refuge in British territory, and you shall not allow any representation on the matter of the Government of India.

VI.—You shall administer justice in accordance with the laws of the British Government.

VII.—You shall recognise and maintain the rights of the British subjects and you shall ensure that the rights of the British subjects are not oppressed.

VIII.—You shall levy no taxes on the British subjects, and you shall not allow any articles of commerce passing through your territory.

IX.—You shall consult the British Government in all important matters of administration, and you shall not allow any British subjects to be oppressed. The settlement and collection of land revenue, the administration of justice, and the administration of the British subjects shall be regarded as specially important matters, and you shall at all times conform to such orders as the Superintendent of the Tributary Mahals may give you.

X.—The right to grant diplomas to your subjects is reserved to you as a personal concession and as a mark of favour, but it is reserved to the British Government to withdraw whenever it may seem desirable, and it will not be necessary to grant it to you or for other reasons, and it will not be necessary to grant it to you or for other reasons.

XI.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer, as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially in that behalf, with two exceptions, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer, in which case the question shall be referred for his decision accordingly.

SIMLA;

The 28th October 1896.

Heal of
the Governor.
General of India
in Council

13th 1896
Viceroy and Lieutenant-Governor
of India

with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone in which case the question shall be referred for his decision accordingly.

CALCUTTA;	}	CURZON OF KEDLESTON,
<i>The 11th April 1899.</i>		<i>Viceroy and Governor-General of India.</i>

No. CXXXVII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to generally administer the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or pesh-kash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force :—

Clause 7.—Whereas I have a six-anna claim on the Government on account of the Khoonta Ghat or Ferry, I now of my own free will relinquish such claim, and agree and hereby declare that any such claim made by me, or that shall be made by my heirs and successors shall be false, and to be rejected.

The instalments shall be as follows :—

In Cheyt	...	...	...	...	Rs. 335
„ Jeyt	...	...	...	...	„ 335
„ Asar	...	...	...	...	„ 33 ¹

Dated 1st June 1829.

Signed by Rajah

Witnessed by—

1. SADHOO BHOOE, of Mouza Gounteapoor, Mohurbhunj.
2. RAM JENNA, of Totaparra, Killah Mohurbhunj.

(True translation.)

(Sd.) WM. L. LACEY,

Ooriah Translator to Government.

NO. CXXXII.

TREATY ENGAGEMENT executed by the RANI of NILGIRI,—1833.

We, Rani Chira Dei, wife of Gobindchandra Mardaraj Harichandan, deceased, Zamindar of Killa Nilgiri and Shibacharan Patnaik, Dewan of Nilgiri, north of Cuttack district, engage faithfully and correctly to abide by this Engagement entered into by us with the Honorable East India Company as contained in the following clauses, to wit :—

Clause 1.—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid.

Clause 2.—I will continue to pay, without demur to the said Government, as my annual peshkas or tribute $\frac{\text{Rs. As. G. Kr.}}{3,656 \quad 11 \quad 3 \quad 2}$ Rupees three thousand six hundred fifty-six, annas eleven, gandas three, Kauris two in three instalments as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Subah appertaining to the Honorable Company aforesaid and who may have fled and come into my territory, to be forthwith arrested and delivered over to Government.

Clause 4.—Should any person who is a resident in my territories commit a crime within the limits of the Mogalbandi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogalbandi, not of my own authority to enforce such claim but I will notify the same to the constituted authority and will act in accordance with such orders as may issue from him.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the

officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authority concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of His Honour the Lieutenant-Governor of Bengal.

8. You shall consult the Commissioner of Orissa, or any officer duly vested with authority by the Lieutenant-Governor of Bengal, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of Orissa or such other officer may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Orissa or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA ;
The 23rd December 1905. }

(Sd.) MINTO,
Viceroy and Governor-General of India.

of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, for credit as a portion of the tribute or peshkash payable by the Keonjhur State, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Keonjhur (see No. CXXX).

SIMLA:

The 28th October 1895.



(Sd.) ELGIN,

*Viceroy and Governor-General
of India.*

No. CXXXIV.

SUNNUD given to the Chief of BONAÏ on renewal of the former settlement.

WHEREAS the estate of Bonaï has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with you, Rajah Inder Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Inder Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Bonaï is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895 under the conditions, agreements and stipulations detailed in the kabulyat executed by you on the 17th day of February 1827 aforesaid.

Sunnud issued on the 24th December 1875.

W. LE F. ROBINSON,
Commissioner of Chota Nagpore.

No. CXL.

SUNNUD granted to Rajah Tribbookun Deo, of Bamra,—dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

The same to Rajah
Ooditpratab Deo, of
Kharonde.
Maharajah Heera Beejur
Deo, of Patna.
Rajah Neeladhur Sing,
of Sonapore.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

Lord Canning also issued a similar adoption Sanad in March 1862 to the Rajah of Kalahandi or Karond, and it is doubtful whether this or the one above was delivered to the Chief. Neither can be discovered (1906) among the Chief's own papers, but it is probable that the one above is the one actually given to him.

No. CXLI.

Adoption Sunnud granted to RAJAH BISHEN CHUNDER ZENAMOONEE of Rehracole,—dated Simla, the 23rd May 1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officers as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf,

5. That you shall recognize the rights of all your people and continue them in the same—and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandize, or on any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore, or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

8. That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

9. That you shall manage your abkaree revenue in such manner as not to interfere with the revenue of adjacent British territory ; and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. * per annum, until your abkaree arrangements are again satisfactory.

* Rajah of Rehrahcole	1,000
" " Bamrah	500
" " Sonapore	1,000
" " Kharond	1,000
Maharajah of Patna	1,000

THE RESIDENCY, NAGPORE ; }

4th September 1867.

(Sd.) J. H. MORRIS,

Officiating Chief Commissioner.

NO. CXLIII.

SANAD granted to the CHIEF of BARMA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso ; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 1,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A. D., and that the said

III }
 IV }
 V }
 VI } These clauses are identical with the corresponding ones in
 VII } the Sanad granted to Bonai (see No. CXXXVI).
 VIII }
 IX }
 X }

CALCUTTA ;

CURZON OF KEDLESTON,

*The 8th March 1899.**Viceroy and Governor-General of India.*

No. CXXXVIII.

SANAD granted to the CHIEF of BONAI, defining his status, powers,
 and position with reference to the BRITISH GOVERNMENT,—
 1905.

SANAD.

To—Raja Indra Deo.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Bonai in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Indra Deo, the following sanad, in supersession of that granted to your father on the 11th April 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You Raja Indra Deo, son of Raja Chandra Deo, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted as heretofore to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such

No. CXXXIX.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To—Raja Raghunath Sikhar Deo.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You, Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

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These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No. CXXXVIII).

CALCUTTA ;

The 23rd December 1905.

(Sd.) MINTO,
Viceroy and Governor-General of India.

Seal.

No. CXLVI.

SANAD granted to the CHIEF of REHRAKHOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso ; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 800 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

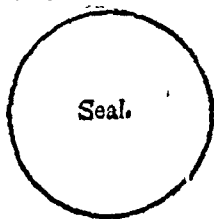
9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory ; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.



2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

No. CXLII.

Sanad granted by the Chief Commissioner, Central Provinces, in 1867.

To

BISHUNCHUNDER ZEENAMUNEE, RAJAH of REHRACOLE.

TRIBHOOBUN DEO BAHADOOR, RAJAH of BAMRAH.

NELADREE SINGH DEO BAHADOOR, RAJAH of SONEPOOR.

OODIT PRATAP DEO, RAJAH of KHAROND, or KALAHUNDY.

SOOR PRATAP DEO, MAHARAJAH of PATNA.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether Criminal, Civil, or Revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions ; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed.

1. That you shall pay regularly the tribute of Rs. * , now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter, that the Government may think fit.

*Rajah of Rehracole	580
Rajah of Bamrah ...	350
Rajah of Sonapore ...	5,000
Rajah of Kharond ...	3,550
Maharajah of Patna...	600

2. That you shall deliver up any offender from British or other territory who may take refuge in your State ; that you will aid British officers who may pursue criminals into your territory ; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.
3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

No. CXLVIII.

AGREEMENT entered into by the CHIEF of BAMRA regarding the cession of land in the BAMRA STATE, with the JURISDICTION thereon, required for the BENGAL-NAGPUR RAILWAY,—1891.

I, Sudhal Deo, C.I.E., the Feudatory Chief of the Bamra State in the District of Sambulpur, do in virtue of all powers and authorities, as far as I can or may, by these presents grant and convey unto Her Majesty, the Empress of India, Her Heirs, Representatives and Assignees the strip of land comprising 615 (six hundred and fifteen) acres, 1 (one) rood, and 22-38 (twenty-two-thirty-eight) poles situate in my territories within the Mauzahs mentioned in the schedules appended, and bounded as per land plans annexed, the same having been surveyed and demarcated for the purpose of the Bengal and Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives, and Assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this fifteenth day of February eighteen hundred and ninety-one.

Signed, sealed and delivered.

Witnesses—

(Sd.) KHUBRAM MARWAREE.

„ MUKHRAM MARWAREE.

(Sd.) SUDHAL DEO, C.I.E.,

Feudatory Chief of Bamra.

P.S.—The lands are bounded as per map of the Public Works Department hereto attached.

WITNESS—

(Sd.) KHUBRAM MARWAREE. }

„ MUKHRAM MARWAREE. }

The 15th day of February 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

The 17th February 1891.

(Sd.) SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

(Sd.) M. M. BOWIE,
Offg. Commr., Chattisgarh Division, Raipur,
Central Provinces.

The 9th March 1891.

Here follow the schedules, the plan and the map.

tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

2. That you shall deliver up any offender from British or other territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned.

3. That you shall do your utmost to suppress crimes of all kinds in your State.

4. That you shall administer justice fairly and impartially to all alike.

5. That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Orissa Division, or any officer duly vested with authority by the Lieutenant-Governor of Bengal.

8. That you shall appoint an approved Vakil to be permanent resident at the Sadr Station of the Sambalpur District, in view to all orders affecting your State being communicated to you.

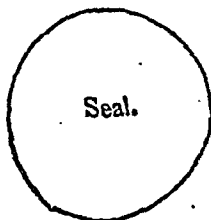
9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 500 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.



No. CXLV.

SANAD granted to the CHIEF of PATNA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 8,500 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

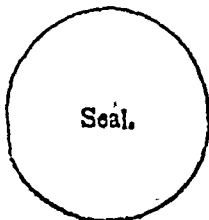
9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905. }



No. CXLIX.

TRANSLATION of a KUBOOLYUT taken from RAJAH GHUNSHAM SING DEO OF PORAHAT, in SINGBHOOM, dated 1st February 1820.

Whereas His Excellency the Most Noble the Governor-General in Council has been graciously pleased to extend to me the protection of the Honourable Company, and to admit me within the list of Feudal Tributaries of the British Empire in India, I hereby engage and bind myself and my posterity to a loyal devotion to the interest of my new Sovereign, and the most implicit obedience to such orders as I or they may, from time to time, receive from a competent authority. I further engage for the purpose of marking my Feudal dependence on the British Government to pay an annual tribute of 101 Sicca Rupees to be given with the year 1226 (1st Bhādon) 1818, and to be paid in the month of Poos, to the person who may be appointed to receive it by His Lordship in Council.

Should I or my posterity wilfully fail in the observance of these stipulations, I hereby declare myself and them liable to such notice of, or punishment for, the infringement, as it may appear to the British Government for the time being to deserve.

TRANSLATION of the POTTAH given to RAJAH GHUNSHAM SING DEO of PORAHAT, in SINGBHOOM, dated 1st February 1820.

In return for the Engagement which you have executed and delivered to Captain Ruddell, I am authorized and directed by the British Government to assure you of the protection of the Honourable Company, the efficient benefit of which, in your maintenance in all your existing rights, privileges, and possessions, you and your posterity will continue to enjoy, so long as you and they shall faithfully abide by the stipulations to which you have pledged yourself and them.

No. CL.

INDENTURE relating to the grant of the ZAMINDARI of PORAHAT to KUMAR NARPAT SINGH, son of RAJA ARJUN SINGH, the late EX-RAJA of PORAHAT—1895.

THIS INDENTURE made the fourth day of October one thousand eight hundred and ninety-five BETWEEN THE SECRETARY of STATE FOR INDIA IN COUNCIL, hereafter called the Secretary of State, of the one part and KUMAR

No. CXLVII.

SANAD granted to the CHIEF of SONPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso ; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 9,000 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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4 } These clauses are identical with the corresponding ones in the
5 } sanad granted to Bamra (see No. CXLIII).
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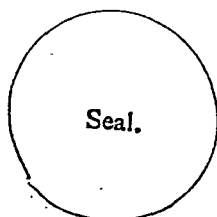
9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory ; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.



IV.—POLITICAL STATES OF CHOTA NAGPUR.

Saraikala and Kharsawan.—In 1833 the South-Western Frontier Agency was created which contained, among others, the nine States noted

Sarguja.	Korea.	on the margin. The designation of the Agency
Udaipur.	Bonai.	was changed in 1854 to that of "Commissioner-
Jashpur.	Chang Bhakar.	ship of Chota Nagpur." In October 1905 Sarguja,
Gangpur	Saraikala.	Udaipur, Jashpur, Korea, and Chang Bhakar were
	Kharsawan.	transferred to the Central Provinces, while Gangpur and Bonai were

placed under the charge of the Commissioner of Orissa.

The Singhbhum country was never conquered by the Marathas, and was in the position of an independent State when Raja Ghansham Singh tendered his allegiance to the British Government in 1818. The object of the Raja in so doing was partly to be recognised as owning the allegiance of his kinsmen, the Raja of Saraikala and the Thakur of Kharsawan, whose estates are situated in the Singhbhum country, and partly to procure assistance in subduing the refractory tribe of the Larka Kols. The Raja's pretensions to supremacy were not recognised. An Agreement (No. CXLIX) was in 1820 taken from him only as regards his own estate. It is believed that separate engagements were taken from the Raja of Saraikala and the Thakur of Kharsawan, but no copies of these are extant.

(I) PORAHAT.

Part of the Estate of the Raja of Singhbhum, afterwards styled the Raja of Porahat, was confiscated in January 1858 for rebellion, and granted to the Raja of Saraikala and the Thakur of Kharsawan, while Rs. 97 paid as quit-rent by the Thakur of Anandpur, whose Estate was held in subordination to the Raja of Porahat, were remitted in perpetuity. The remainder of the Singhbhum Raja's Estate was sequestrated during the Raja's lifetime, and Government declared that on his death a member of his family should be re-instated in Porahat. Arjun Singh, the *ex*-Raja, was in 1862 granted an increased pension of Rs. 400, which was raised to Rs. 600 in 1888. He died in March 1890. By Act II of 1893 it was enacted that the Estate should thenceforth be part of the Singhbhum district. Certain portions of the Estate were granted in 1859 to divers individuals, and in 1895, by an Indenture dated the 4th October (No. CL), the unalienated portion was granted as an inalienable, impartible, revenue-free *zamindari* to Arjun Singh's only son, Kumar Narpatt Singh, who was granted in November 1901 the title of Raja as a personal distinction.

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the

Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(9) THAT in case the said Kumar Narpat Singh or any of his lineal male heirs owners for the time being of the said Porahat estate shall at any time in contravention of the terms of these presents sell mortgage demise or alienate (otherwise than by such lease or demise as aforesaid) the whole or any portion or portions of the said estate or attempt or effect so to do or shall do or suffer any act deed matter or thing whereby the said estate or any part thereof would through the act or default of such owner for the time being of the said estate or by operation or process of law or otherwise if the said estate belonged absolutely to him and was not subject to this present condition become vested in or belong to some other person or persons. Then and in such case the limitation and appointment of the said estate to the said Kumar Narpat Singh and his lineal heirs male in succession shall *ipso facto* cease and determine and the said estate shall thereupon revert to and be held and enjoyed by the said Secretary of State for India in Council and his successors for his and their own benefit.

The Schedule above referred to.

THE "Porahat Estate" within the meaning of this Indenture shall comprise the whole of the Original Porahat Raj, with the exception of the undermentioned alienated tracts:—

A.—TRACTS alienated under Bengal Government Order No. 6331, dated the 7th November 1859—

- (1) KORAIKELA pargana (without its Kol Pirs) which, with the exception of the two villages of Bhalupani and Rangrin, has been conferred on the Raja of Seraikela.
- (2) VILLAGE of Bhalupani in Koraikele pargana, which has been granted to Kumar Jugur Nath Singh, a brother of the Raja of Seraikela.
- (3) VILLAGE of Rangrin in Koraikele pargana, which has been granted to Babu Pitamber Singh, another brother of the Raja of Seraikela.
- (4) FOUR villages of pargana Chakradharpur, *viz.*, Sitahakah, Semu-dir, Dalki and Samrai, which have been granted to the Thakur of Kharsawan.

B.—TRACT alienated under Bengal Government Order No. 603-P., dated the 17th February 1886.

- (5) LANDS which have already been acquired by Government for the purposes of the Bengal-Nagpur Railway.

IN WITNESS whereof of the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

It pays no tribute. The State possesses (1905) 4 serviceable and 3 unserviceable guns.

Saraikala is liable to the nazarana rules.

(3) KHARSAWAN.

Raja Ganga Ram Singh of Kharsawan was also rewarded for his services in the Singhbhum mutiny of 1857 with a portion of the sequestered Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. CLIII.). The State, owing to the minority of the late Chief, on whom, like his predecessors, the title of Thakur was conferred as a personal distinction in 1891, was under the direct administration of Government from 1884 to 1890. In 1899, Thakur Mahendra Narayan Singh Deo was granted a Sanad (No. CLIV). He died on the 6th February 1902, and was succeeded by his son, Sriram Chandra Singh Deo, who was born on the 5th July 1892, during whose minority the State is again under Government management.

Mahendra Narayan Singh Deo ceded in 1888 civil and criminal jurisdiction over the lands required in his State by the Bengal-Nagpur Railway. He was then a minor, and the deed was also signed by his guardian, the Deputy Commissioner of Singhbhum. The deed was ratified in 1892 by the Thakur after attaining his majority.

Kharsawan contains an area of 153 square miles; and a population, according to the census of 1901, of 36,540. Its revenue (1905) was Rs. 40,010. It pays no tribute. The State possesses (1905) two unserviceable guns.

Kharsawan is liable to the nazarana rules.

(4) LARKA KOLS.

The Larka Kols were subdued in 1821, and an Agreement (No. CLV) was made with them, by which they bound themselves to be subject to the British Government, and to pay a fixed tribute to their Chiefs. But in consequence of repeated outrages, it was found necessary to send a force against them in 1836, when fresh arrangements were verbally made and solemnly sworn to, by which they bound themselves to obey, and pay revenue to, the British Government. In 1838 each of the headmen received a Sanad (No. CLVI) and patta, in the former of which all the conditions which they had sworn to abide by were specified. Whenever a new headman is appointed he receives a sanad, and swears to abide by the conditions. In 1857 a large number of the Larka Kols espoused the cause of the Raja of Porahat, but on the restoration of order they reverted to peaceful pursuits.

NARPAT SINGH at present of Benares, son of Raja Arjun Singh deceased, the late *ex*-Raja of Porahat, of the other part.

WHEREAS the Raj Estate of Porahat prior to its confiscation by the British Government was a Tributary Native State in the nature of an impartible and inalienable Raj the succession to which was regulated by the custom of primogeniture.

AND WHEREAS in the year one thousand eight hundred and fifty-eight the said Arjun Singh the then Raja of Porahat was deposed and his estate was confiscated by the British Government and as from the date of such confiscation the said Porahat estate has been dealt with as British territory and the same was by proclamation declared and appointed by the Governor-General in Council to be subject to the Lieutenant-Governor of Bengal, and by Act II of 1893 of the said Governor-General in Council it was enacted that the estate should thenceforth become and be part of the Singhbhum District.

AND WHEREAS certain portions of the said Porahat estate were afterwards granted to divers individuals by the Government of India.

AND WHEREAS the said Raja Arjun Singh died on or about the second day of March one thousand eight hundred and ninety leaving the said Kumar Narpal Singh his only son and the Governor-General in Council has now decided as an act of grace to grant the unalienated portion of the said Porahat estate to the said Kumar Narpal Singh as and from the first April one thousand eight hundred and ninety-one to be held by him and his lineal heirs male according to the custom of lineal primogeniture (the eldest male of the eldest branch being preferred) as an inalienable and impartible revenue-free zemindari.

AND WHEREAS it is necessary in the opinion of the legal advisers of the Governor-General in Council to resort to special legislation to give due validity to the condition of inalienability and impartibility subject to which the grant of the said estate is to be made and it is accordingly intended that these presents shall be ratified and confirmed by an Act to be passed by the Governor-General in Council.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and as an act of grace the said Secretary of State doth hereby direct and appoint that all and every the lands now forming the unalienated portions of the Original Porahat Raj and which are now called or known as the Porahat estate and are more particularly described in the schedule hereunder written (expressly including the Bandgaon estate formerly an under-tenure of the Original Porahat Raj and afterwards separated from Porahat and made a Government estate, but which it is now intended to include in the said Porahat estate) shall as from the first April one thousand eight hundred and ninety-one be vested in and be for ever held and enjoyed by the said Kumar Narpal Singh and such one among his lineal heirs male as under the limitations and conditions hereinafter contained may be successively entitled thereto with and subject to the incidents powers limitations and

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;

CURZON OF KEDLESTON,

The 8th March 1899.

Viceroy and Governor-General in India.

NO. CLIII.

TRANSLATION of a SUNNUD, dated the 31st May 1860, granted to the RAJA GANGA RAM SING DEO, ZEMINDAR of KHARSAWAN.

After compliments.—Whereas the Government of India has granted to you rent-free, on the recommendation of the Deputy Commissioner of

in accordance with the provision of that Act or any statutory modification thereof for the time being in force.

(4) THAT until the said Kumar Narpat Singh shall be put in possession thereof the said Porahat estate shall remain under the charge of the Deputy Commissioner of Singhbhum and be managed by that officer as heretofore and shall be handed over to the said Kumar Narpat Singh after the execution of this deed together with any surplus proceeds which may stand to his credit at the time after deducting all charges and demands and after taking from the said Kumar Narpat Singh a release in full of all claims to accounts and all other rights claims and demands in respect of the management of the estate and the application of the income since the first day of April one thousand eight hundred and ninety-one.

(5) THAT the said Kumar Narpat Singh shall not nor shall any of his successors sell mortgage demise or alienate the said estate or any portions thereof otherwise than by lease or demise for a term not exceeding twenty-one years, and under a rent without bonus or salamee.

(6) THAT no building of any kind shall be erected within a distance of half a mile of any of the railway stations now in existence within the limits of the said Porahat estate except with the written consent of the Secretary to the Government of Bengal in the Public Works Department.

(7) THAT the whole of the forests now in charge of the Forest Department shall continue to be managed by that Department on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of such management shall be balanced every five years and the net profits shown thereby after deducting all expenses (including pensions and contributions and after making good the balance of rupees twenty-nine thousand one hundred and nineteen now at debit of the working account but without interest) shall as soon as possible after the taking of every such quinquennial account be paid over by the Forest Department to the said Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(8) THAT the Indenture entered into between the Secretary of State in Council and Messieurs Jardine Skinner and Company executed on the twenty-first September one thousand eight hundred and ninety-five conferring a mining lease on the part of Government to Messieurs Jardine Skinner and Company within certain specified lands in the estate of Porahat shall remain in force and that the Government shall act in respect of this lease on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of all rents and royalties and receipts thereunder shall be balanced every five years, and that the net profits shown thereby after deducting all expenses incurred by Government in respect of the lease shall as soon as possible after the taking of every such quinquennial account be paid over by the Deputy Commissioner of Singhbhum on behalf of Government to the said

On the South.—A branch of the Despardhan drain, further south the boundary of Chakradharpur.

„ „ *North.*—A drain.

Boundaries of Mouza Dalki.

On the East.—A Pipul tree, further on, a Karla tree.

„ „ *North.*—The Dal Dal drain, further on, a Pakar tree.

„ „ *West.*—A stone pillar, further on, Asan and Sakhwa trees.

„ „ *South.*—The footpath leading towards Mundibedul.

NO. CLIV.

SANAD granted to the CHIEF OF KHARSAWAN defining his STATUS, POWERS, and POSITION with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Political State of Kharsawan in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Thakur Mohendro Narayan Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Thakur Mohendro Narayan Singh Deo, son of Thakur Raghu Nath Singh Deo, are hereby formally recognised as the Feudatory Chief of the Kharsawan State, and you are permitted, as heretofore, to generally administer the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II
III
IV
V
VI
VII
VIII
IX
X

} These clauses are identical with the corresponding ones in the sanad granted to Seraikala. (See No. CLII.)

CALCUTTA;

The 8th March 1899.

CURZON OF KEDLESTON,

Viceroy and Governor-General in India.

SIGNED SEALED and DELIVERED by John Prescott Hewett, Officiating Secretary to the Government of India in the Home Department, for and on behalf of His Excellency the Viceroy and Governor-General of India in Council acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

L. M. THORNTON,

*Deputy Secretary to the Government
of India, Home Department, Simla.*

J. P. HEWETT,

*Offg. Secretary to
the Govt. of
India, Home
Department.*

SIGNED SEALED and DELIVERED by the above-named Kumar Narpatt Singh in the presence of

W. H. COBB,

*Justice of the Peace and Magistrate,
Benares.*

NARPAT SINGH.

10th October 1895.

10th October 1895.

In consequence of the passing of Act XV of 1895 (the Crown Grants Act, 1895), the special legislation referred to in the preamble of the deed has become unnecessary.

J. P. HEWETT,

Secretary to the Government of India,

Home Department.

No. CLI.

TRANSLATION of a SANAD, dated the 31st May 1860, granted to RAJA CHAKARDHAR SINGH DEO BAHADUR, ZEMINDAR of SARAIKELA.

After compliments.—Whereas during the late disturbances caused by Raja Arjun Sing and other rebels of Porahat you have shown your loyalty to Government and rendered every assistance. Government of India, on the recommendation of the Deputy Commissioner of Singbhum and of the Commissioner of Chutia Nagpur, has granted to you rent-free all the Sadani villages [villages inhabited by non-aboriginal tribes of Pergana Koraikele]

their Mankee's orders and aid him; whatever good or bad occurs in their respective village, they must report it to the Mankee; if they cannot find the Mankee, they will report the fact to the Naib Mankee. If I become ill or go to some other place on my own business, another officer will be appointed to discharge the duties entrusted to me at present. Moreover, if you receive orders to arrest any offender either from the Assistant Commissioner or Acting Assistant Commissioner, you must arrest the offender and bring him to Court. If the offender absconds from your Illakah to any other, you must trace and arrest him. Or if the Mankee of other Illakah requires assistance from you to apprehend a felon, you must comply instantly and make no excuse, and exert yourself to the utmost, so that the felon may be secured. If you be ill, or may have occasion to visit other villages, you must entrust your duties to your Naib. He is appointed by Government for those duties. Moreover, if you see that you will be detained for some time at some place on your own business, you must report that to the Court—that there may exist no anxiety in your mind. If you receive any orders from any Rajah, Baboo, Zemindar, or Karpurdauz, on any pretence whatever, you must not fail in your engagement; on the contrary, you must arrest the bearer of the said order, and bring him to the Assistant Commissioner or to the Officer in charge for the time being. If anybody disturbs the peace of your Illakah, you must collect your force or followers, and arrest the man and bring him to the Assistant Commissioner. If the disturber of the peace leaves your Illakah for another, you must go there, apprehend him, and bring him to Court, and must not knowingly let him escape: you must always act up to the above instructions. You will receive a separate Pottah, and will receive one-tenth out of the revenue which will be collected by Government from your Illakah. If you neglect the discharge of the Government duties entrusted to you, then the tenth part of the revenue promised to be paid to you will be withheld, and the Pottah of the Mankeeship will be taken back and given to some other person; you must keep this as a sunnud.

TRANSLATION of a POTTAH given by CAPTAIN TICKELL to
RAORIA, MANKEE of KOWSILLAPOSSI in BUR PEER, dated
19th March 1839.

Be it known to Raoria, Mankee of Kowsillapossi in "Sath Bunturia: " the undermentioned villages are entrusted to you. You are nominated Mankee of those villages. You must keep the ryots in those villages satisfied, and settle them. You must be attentive to the Government orders, and collect the revenue of your Illakah according to the settlement, and bring it yourself. Whatever revenue will come from any village, one-sixth of it will be given to the Moondah, and from the remainder you will get one-tenth. Therefore this Pottah is given to you.

(Here follows specification of villages.)

No. CLII.

WHEREAS the status and position with reference to the Political Government of the Political State of Seraikella in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen thereon, His Excellency the Viceroy and Governor-General has been pleased to grant to you, Raja Udit Narain Singh Deo Bahadur, the following Privileges with a view to assuring you that the British Government has no objection as you remain loyal to the Crown and abide by the provisions of the Treaty of 1832 and of your other engagements with the British Government, to continue you in the position and privileges which you have hitherto enjoyed, and which are now conferred upon you:—

1.—You, Raja Udit Narain Singh, Raja Bahadur
 dhar Singh Deo Bahadur, are hereby appointed
 Chief of the Seraikella State, and you are to
 rally administer the territory of the State
 conditions hereinafter prescribed.
 sors shall become entitled to your title and
 provided that no succession shall be made
 His Excellency the Viceroy.

II.—Your successors in the
succession in accordance with the
being in force.

III — You shall receive the law and order and the protection of your State, to the full extent by His Honor the Governor, his officers, and pay later, in accordance with the circumstances and the time to the honor of the State, in your interest, and the payment by His Honor the Governor, and the sons as you may wish.

Boundaries of the village of Sinabaka.

North.—The Court boundary.

" " *West.*—The Court boundary and Behar and Assam towns.

South - a Mahua tree.

On the East—i. Eucalyptus trees and a stone pillar.

22 22 North - 2 East and 2000 ft.

West. - 2. Fir trees and, huckleb. on high mts.

Sabbath - A day of rest, usually observed by Jews and Christians.

On the East - The boundary between the Western and Eastern divisions of the State is the North Carolina line. The boundary between the Western and Eastern divisions of the State is the North Carolina line. The boundary between the Western and Eastern divisions of the State is the North Carolina line.

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In 1855 the surviving widows of the last Raja adopted as their son and heir Janoji Bhonsla, a collateral relation of the Raja in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Raja Bahadur of Deor, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Raja Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghuji Rao and Lachhman Rao) and three daughters, to whom stipends, aggregating Rs. 90,000 per annum, were granted. The stipend enjoyed by Raja Janoji at the time of his death was Rs. 1,20,000 per annum. On his death the Estate of the family was taken under the Court of Wards on account of the minority of the heir, Raja Bahadur Raghoji Rao. The latter attained his majority on the 8th November 1893, and the Court of Wards withdrew its superintendence of the Estate. On the application of the Raja the Court of Wards in 1895 again assumed management of the Estate pending the settlement of all questions relating to the partition of the Estate between him and his brother, Kunwar Lachhman Rao. In 1899 the partition was effected, and in the same year Kunwar Lachhman Rao attained his majority. Both shares of the Estate were accordingly released from the management of the Court of Wards.

In November 1861 Nagpur and its dependencies and the Saugor and Narbada territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. Nimar was added subsequently, as narrated in the following paragraph. These territories are now known as the Chief Commissionership of the Central Provinces.

The history of Nimar may be summarised as follows:—In May 1864 the British portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Narbada became British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Sindhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*see* Gwalior, Vol. IV). Some parts of Nimar also belonged to Holkar, while outlying portions

No. CLV.

AGREEMENT of LURKA COLES in 1821.

First.—We acknowledge ourselves to be subject to the British Government, and engage to be loyal and obedient to its authority.

Secondly.—We agree to pay to our Chief or Zemindar eight annas for each plough for the five years next ensuing, and afterwards one rupee if our circumstances admit of it.

Thirdly.—We engage to keep the road through our pergunnahs open and safe for all descriptions of travellers, and if robbery take place to deliver the thief to justice and account for the property stolen.

Fourthly.—We will allow persons of all castes to settle in our villages and afford them protection ; we will also encourage our children to learn the Ooriah or Hindi tongues.

Lastly --If we should be oppressed by our Chiefs or Zemindars. we will not resort to arms for redress, but complain to the Officers Commanding the Troops on our Frontier, or to some other competent authority.

No. CLVI.

TRANSLATION of a SUNNUD given by CAPTAIN TICKELL to RAORIA MANKEE of KOWSILLAPOSSI in BUR PEER, dated 10th December 1838.

Be it known to you, Raoria, Mankee of Kowsillapossi in Bur Peer, that the post of Mankee in Bur Peer is given to you ; therefore I give you this sunnud under orders of the Agent, Governor-General, of the 10th December 1838. You must act in accordance therewith. In conformity with your Agreement, made in presence of the Agent, Governor-General, and Assistant Commissioner, you will be held responsible for all the crimes, *viz.*, theft, murder, dacoity, highway robbery and plunder, etc., occurring in all the villages under your charge. If the revenue of your Illakah be not received on the fixed date, you will be held personally responsible for it ; the Government revenue will be collected according to the current settlement and such as may be hereafter made. You will perform your duties zealously, and must arrest and deliver up criminals. You must not willingly allow offenders to escape in any way, whether in consideration of relationship or bribes. If any offenders escape from another Illakah, and take refuge in your Illakah, you must arrest them and bring them to Court, and if you conceal them or favor their cause, it will be to your discredit. You must report to the Court, at once the occurrence of any theft, murder, dacoity, highway robbery and plunder, etc., that takes place in your Illakah, and you are authorised to try and determine yourself petty cases, such as quarrels, altercations, etc., and report the fact to the Court. You are to remain loyal, and obey any orders given you by myself or any person constituted by my successor. For your assistance a Moondah has been appointed in each village in your Illakah. They must obey your orders, and they will also promise before the Agent, Governor-General, and Assistant Commissioner, that they will obey

PART IV.

TREATIES, ENGAGEMENTS, AND SANADS RELATING TO THE CHIEF COMMISSIONERSHIP OF THE CENTRAL PROVINCES.

I.—NAGPUR.

THE early history of the ruling family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji, who, as a leader of predatory expeditions, had, at the time of his death in 1755, established the Maratha supremacy over the country between the Narbada and the Godavari, from the Ajanta hills eastward to the sea. Raghuji left four sons, Janoji, Sabaji, Madhoji and Bimbaji, and was succeeded by Janoji, the eldest, who died in 1772, after having, with the concurrence of the Peshwa, adopted his nephew, Raghuji, son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sabaji, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghuji, a minor, under the regency of Madhoji.

Advances had been made by the Bengal Government, during the rule of Janoji, with a view to obtain possession of Cuttack, but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhoji. In 1779 Madhoji sent a force to invade Bengal in pursuance of a confederacy between the Marathas, the Nizam, and Haidar Ali, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ali, found therefore little difficulty in concluding a Treaty (No. CLVII) on the 6th April 1781, by which the army of Madhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haidar Ali,

maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Maratha Government. Except with Raigarh, with which a final Settlement (No. CLXVII) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827; but, though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. One of these engagements is given (No. CLXVIII). Separate engagements of which one is given (No. CLXIX), were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, only six now remain attached to the Central Provinces. Of the Sambalpur group,

<i>Sambalpur Group.</i>	<i>Patna Group.</i>
Sakti.	Phuljhar.
Sarangarh.	Khariar.
Raigarh <i>cum</i> Bargarh.	Bindranawagarh.

Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief. On the abolition of the South-Western Frontier Agency in 1837 Bod and Athmallik were transferred to the control of the Superintendent of the

Tributary Mahals of Orissa and still remain under his charge. In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh, who was thenceforth considered Chief of Raigarh *cum* Bargarh. On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Sambalpur group, remained as before attached to the Chota Nagpur division of Bengal. On the partition of Bengal in October 1905 Bamra, Rairakhol, Sonpur, Patna and Kalahandi (or Karond) and the Borasambar zamindari were transferred to Bengal.

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur. This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur. Soon afterwards, with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district. For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884.

against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. CLXI), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Appa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he fled to Hindustan in February 1819. He died at Jodhpur in Rajputana in 1840.

On the deposition of Appa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818. He assumed the name of Raghuji in honour of his grandfather. During the minority of the new Raja the Nagpur territory was under the management of the Resident, acting in the name of the Raja. In 1826, when the Raja attained his majority and was entrusted with the administration, a Treaty (No. CLXII) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain, and which were thenceforth to be under the control of the British Government. The Raja also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829 therefore the treaty was modified (No. CLXIII); the assigned districts were restored to Nagpur; a subsidy of eight lakhs a year was taken instead; the auxiliary force was disbanded; and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Raja in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 through the treachery and hostility of Appa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

owing to the improvement in his administration, had been admitted as a feudatory on the 23rd May 1866 and granted a sanad of adoption by Sir John Lawrence on the same date (*see* No. CXLI), and to have proposed instead the grant to them of sanads, worded in the main like the bonds of fealty. This proposal and the assessment of the tributes were approved by the Government of India in August 1867. Accordingly Sanads, dated the 4th September 1867 (*see* No. CXLII), were issued to Bamra, Karond, Rairakhol, and Sonpur. Owing to troubles in the State, resulting in its being taken under Government management, the Patna sanad was not delivered till more than 20 years later. Similar Sanads (No. CLXXIII) were also granted to Raigarh and Sarangarh, whose tribute was fixed at the same time as the others, although these two States had signed the bonds of fealty in January 1866.

A revision from time to time of the tributes (*takolis*) payable by the Feudatory Chiefs is expressly provided for in their bonds of fealty and sanads. Accordingly the tributes of all the Feudatory States, except Kanker (which was for special reasons exempted from the payment of tribute), and Makrai (which has never paid any tribute), were revised for a period of 20 years commencing from 1867. During this period the opening out and general progress of the country led to a remarkable increase in the revenue of the Feudatory States. In 1888 therefore the Government of India enhanced their tributes, except those of Kanker and Bastar.

Subject to the political control of the Chief Commissioner and his subordinate officers, the Feudatory Chiefs exercise full civil and revenue powers in their States; in criminal cases sentences of capital punishment (and in the case of feudatories from whom an acknowledgment of fealty in form No. CLXXII has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Administration, all sentences of death are submitted, through the Commissioner of the Division, to the Chief Commissioner for confirmation. The Feudatory Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Karond (Kalahandi)—one of

of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts held by the British Government in the western portion of Nimar for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargaon, and Mandlesar, north of the Narbada and of Kasrawad, including the lapsed jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs. 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*see* Indore, Vol. IV). In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged. Forms of these sanads are given as Nos. CLXIV and CLXV.

II.—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES.

In 1863 a report was submitted to the Government of India by the Chief Commissioner, Sir Richard Temple, on the tenures and status of the Chiefships and Zamindaris* in the Central Provinces. It dealt with 115 estates of very varying extent and revenue. The Wainganga zamindaris had been granted or confirmed by the Marathas to Gond or Rajput or other families, as rewards for service, or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the government in police duties, and paid a rent always liable to enhancement. No written engagements under the treaty of 1829 were formed with them by the British Government.

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Haihaibansi dynasty of Ratanpur on a tenure of military service, which the Marathas changed to a tribute varying in amount with the power of the government to exact it.

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute.

* Wainganga Zamindars	. 34
Chhattisgarh	„ . 34
Chanda	„ . 21
Chhindwara Jagirdars	. 12
Saugor and Narbada } Chiefs	. 3
Sambalpur and Patna }	„ . 11
Total	— . 115 —

officers in the name of the Raja. The engagements concluded with the zamindars of Chhattisgarh, Chanda, and Deogarh or Chhindwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed; but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Narbada Chiefs, though their treatment by the Marathas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter.

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent, but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh: hence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhattisgarh, ruled also over the Sambalpur and Patna Garhjats.

In 1755 these territories fell under the dominion of the Marathas, but were ceded to the British Government by the Treaty of 1803 with Raghuji Bhonsla (No. CLVIII). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Marathas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No. CLXII). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Raja and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be

(III) THE FEUDATORY STATES.

In December 1864 the Government of India issued instructions for the classification of the Chiefs and Zamindars of the Central Provinces into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects. In April 1865 sanction was conveyed to the classification of the following fourteen States as feudatories:—Bamra, Bastar, Kanker (Kakeir), Kalahandi or Karond, Khairagarh, Kondka or Chhuikhadan, Kawardha, Makrai, Nandgaon, Patna, Raigarh *cum* Nagpur Group. Garhjat Group. Bargarh, Sarangarh, Sonpur, Sakti. Rairakhhol was excluded from the first class on the grounds of the personal character of the Chief and his unsatisfactory administration. Of these only the marginally noted ones are now under the administration of the Central Provinces, the other five, including Rairakhhol, having been transferred to Bengal in 1905.

<p><i>Nagpur Group.</i></p> <p>Khairagarh. Nandgaon. Kondka or Chhuikhadan. Kawardha, Bastar. Kanker.</p>	<p><i>Garhjat Group.</i></p> <p>Sakti. Sarangarh. Raigarh <i>cum</i> Bargarh.</p>
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Saugor and Narbada Group.
Makrai.

In 1865 Sanads (No. CLXX), guaranteeing them the right of adoption and dated the 20th May 1865, were granted by Sir John Lawrence to the abovenamed fourteen Chiefs, with the exception of Bastar and Makrai, who had received them (No. CLXXI) from Lord Canning in March 1862. These sanads were delivered by the Chief Commissioner of the Central Provinces to the Chiefs of Khairagarh, Kondka, Nandgaon, Raigarh, Sarangarh, and Sakti, at a Darbar held by him at Nagpur on the 4th January 1866, and to the Raja of Kanker on the 11th January 1866. At the same time Bonds of Fealty (No. CLXXII) were taken from these seven Chiefs. The remaining five adoption sanads were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs concerned. It was originally intended to obtain bonds of fealty from the rest of the fourteen Chiefs, and on the 7th March 1866 and the 27th June of the same year the Rajas of Makrai and Kawardha signed their respective ikrarnamas. It was not, however, till the 19th December 1870 that the Raja of Bastar was persuaded to execute his bond, as he objected to the conditions therein about forest conservancy and tribute. Meanwhile in 1866-67 Captain Cumberlege was deputed to settle the tributes of the Garhjat Chiefs and Karond, and the Chief Commissioner of the Central Provinces appears to have dispensed with the bonds of fealty from Bamra, Karond, Patna, Sonpur, and Rairakhhol (who,

the States in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management, and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. When order had been restored in Karond, it was proposed that the Political Agent in that State should be appointed Political Assistant to the Commissioner of the Chhattisgarh Division. This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now under the charge of the Political Agent for the Chhattisgarh Feudatories, who has his head-quarters at Raipur and works under the general control of the Commissioner of the Division. The Political Agent exercises the powers of Political Agent under Chapter III of the Indian Extradition Act (XV of 1903) for the Feudatory States of which he holds charge.

Makrai is under the charge of the Deputy Commissioner of the Hoshangabad District, subject to the control of the Commissioner of the Narbada Division.

In 1905 the five States named in the margin were transferred from the Commissionership of Chota Nagpur to that of the Chhattisgarh Division. They originally formed part of the South-Western Frontier Agency, which was created in 1833, but were transferred to the charge of the Commissioner of Chota Nagpur in 1854. The territories forming these States were acquired by cession in 1817 from Raghuji Bhonsla, and in 1818 Government sent a Superintendent to Sarguja to restore order in the country, which had become distracted by domestic feuds.

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentence of imprisonment up to two years or to fines not exceeding Rs. 50 ; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years and fines not exceeding Rs. 200. They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

Chang. Bhakar.
Jashpur.
Korea.
Sarguja.
Udaipur.

(7) KONDKA, OR CHHUIKHADAN.

This Chiefship is held by a religious family ; it was conferred on Rup Das in 1750 by Madhoji Bhonsla. Marriage is permitted in the sect to which this family belongs.

The Zamindar of Chhuikhadan received on the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, and on the same date he executed an Ikrarnama (No. CLXXII).

Mahant Sham Kishor Das, who was born in 1838, succeeded his father in December 1887, after having been for some years previously the virtual ruler of the State. About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross act of injustice by threatening certain malguzars with eviction from their villages unless they paid up very heavy fines inflicted, because they had brought to the notice of the authorities certain exactions on the part of the Chief. The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chhuikhadan, and the Chief was accordingly called on to make amends to the men he had injured ; to abolish the nazarana system, guaranteeing his gaontias against unwarrantable eviction ; and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. The Diwan was appointed in 1892 and withdrawn in 1895. Mahant Sham Kishor Das died on the 26th December 1896. In April 1897 the Government of India recognised as his successor his eldest son, Mahant Radha Ballabh Kishor Das, then aged about 43 years, but the administration was to be carried on by a Diwan, appointed by Government. This Chief was murdered on the 17th October 1898, and was succeeded by his eldest son, Digbi Jai Jugal Kishor Das, during whose minority the State continued to be administered by a Diwan. Digbi Jai Jugal Kishor Das died on the 30th September 1903. His younger brother, Bhudhar Kishor Das, who was born in 1892, succeeded him. During his minority the State is under Government management.

The area of Chhuikhadan is 154 square miles ; revenue Rs. 64,682 ; population, by the census of 1901, 26,368, and tribute Rs. 15,000. It possesses (1905) 12 armed police.

The State is liable to the nazarana rules.

continued remission of tribute, which then stood at Rs. 3,056* per annum. A new arrangement was sanctioned in March 1889, by which the entire sum of Rs. 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency, Rs. 1,000 on account of the Kotipad pargana, and the balance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rs. 2,056, the remaining Rs. 56 being recovered directly from the Bastar Chief.

Raja Bhairam Deo, who was born in 1839, succeeded in 1853.

The Raja of Bastar received a sanad of adoption in March 1862 (No. CLXXI), and on the 19th December 1870 he executed an Acknowledgment of Fealty (No. CLXXII).

In March 1876 a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1881 Lal Kalandar Singh, a cousin of the Raja, became Diwan; but soon after, owing to a difference of opinion between himself and the Rani, he withdrew himself from work. On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed; and the Chief Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalandar Singh, and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bhairam Deo died in July 1891, and was succeeded by his son, Rudra Pratap Deo, who was born in 1885.

The State continued to be managed by an Extra Assistant Commissioner until 1895, when he was replaced by an European officer as Administrator. This arrangement lasted till 1903, when an Extra Assistant Commissioner was again appointed as Superintendent of the State.

It had been decided in 1888 to postpone any revision of the tribute paid by Bastar till the death of Raja Bhairam Deo. After his death,

*i.e., 4,000, Nagpur Rupees, the amount of the tribute fixed in 1819 after deducting the remission.

The present Chief, Raja Lachhu Sah *alias* Bharat Sah, is an adopted son; he succeeded in 1866 and was born in 1846. Towards the end of 1890 the management of the State was taken out of his hands for a period of three years on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad. In 1893 the management was restored to the Chief, subject to the condition that he should administer the State on the lines already in force, and should appoint as his Diwan a man approved by the Chief Commissioner.

The area of Makrai is 155 square miles; revenue Rs. 61,114; population, by the census of 1901, 13,035; and tribute *nil*. It possesses (1905) 46 armed police, 1 artillery man, and 2 serviceable guns.

Makrai is liable to the nazarana rules.

(10) NANDGAON.

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee, named Ram Das. Celibacy being one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagis professing celibacy, such profession was among the headmen merely nominal.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing the Chief of Nandgaon the right of adoption, was delivered to Ghasi Das, Zamindar of Nandgaon, and on the same date he executed an Ikrarnama (No. CLXXII).

Ghasi Das was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883, and was succeeded by his son, Balram Das, who was born in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother, aided by a Diwan. In 1887 the Chief received the title of Raja as a personal distinction. In 1888, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended, and an

Sanad (No. CLXXXIII), dated the 23rd December 1905, was granted to the Chief, which fixed his tribute for 14 years.

The present Chief, Raja Bishan Prasad Singh, who was born on the 16th December 1864, succeeded his father, Raja Pratap Narayan Singh Deo Bahadur, C.I.E., in April 1900. He was not, however, given direct management of his State till January 1903.

The area of the State is 1,963 square miles; revenue Rs. 1,10,466; population, by the census of 1901, 132,114; and tribute Rs. 1,250. It has (1905) two serviceable guns.

Jashpur is liable to the nazarana rules.

(4) KANKER.

This State was held by the Marathas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rs. 500. This was remitted in 1823 in consequence of the Government having resumed the sayar duties formerly levied by him.

Maharaja Dhiraj Narhar Deo, who was born in 1850, succeeded in 1853.

On the 11th January 1866 the Raja of Kanker received a sanad, dated the 20th May 1865, guaranteeing him the right of adoption (No. CLXX) and he executed an Ikrarnama (No. CLXXII) at the same time.

In 1889 Narhar Deo's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to administer the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1894, when it was decided to take the State under the management of Government, until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. In 1894 the management of the State was restored to him, subject to the condition that he should consult the Political Agent in the preparation of his budget.

Maharaja Dhiraj Narhar Deo died without issue in May 1903, and was succeeded by his nephew, Lal Kamal Deo, with the hereditary title of Maharaja Dhiraj, who was born in 1874. Certain restrictions were placed

The area of Raigarh is 1,486 square miles; revenue Rs. 1,60,632; population, by the census of 1901, 174,929; and tribute Rs. 4,000. It possesses (1905) 31 armed police.

(12) SAKTI.

This State was at one time held as a tributary to the Maharaja of Sambalpur.

A Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Raja of Sakti on the 4th January 1866, Ranjit Singh, on the same day, executing an Ikrarnama (No. CLXXII).

Raja Ranjit Singh, who was born in 1836, was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents; and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh, born in 1856, and elder son of the *ex*-Raja, as Chief of Sakti, and the appointment of a Diwan through whom the Chief was to rule the State. Owing to the mismanagement by the Chief it was found necessary in 1902 to compel him to accept a Diwan selected by Government, by whom he was to be guided in all matters of administration.

In May 1905 the *ex*-Chief, Ranjit Singh, who up to that time had been forbidden to reside in the Sakti State, was allowed to return on condition that he interfered in no way with the administration of the State.

By a Document, dated the 31st October 1890 (No. CXCI), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company.

The area of Sakti is 138 square miles; revenue Rs. 35,411; population, by the census of 1901, 22,301; and tribute Rs. 1,300. It has (1905) 6 armed police.

(13) SARANGARH.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, which guaranteed to the Raja of Sarangarh the right of adoption, was delivered to Raja Singram Singh, who executed on the same day an Ikrarnama (No. CLXXII). After the revision of his tribute the Chief was also

The tribute originally fixed at Rs. 2,000 was subsequently more than quadrupled by the Bhonsla family.

The area of Kawardha is 798 square miles; revenue Rs. 1,04,698; population, by the census of 1901, 57,474; and tribute Rs. 32,000. It has (1905) 16 armed police.

Kawardha is liable to the nazarana rules.

(6) KHAIRAGARH.

The family of the Khairagarh Chief is a branch of the old Gond dynasty of Mandla. In 1755 the Marathas levied a tribute of 1,500 Nagpur Rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Government in 1854, it stood at nearly 39,000 Company's Rupees. In 1867 the tribute was again revised and fixed at Rs. 47,000 per annum for a period of twenty years.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Zamindar of Khairagarh and on the same day he executed an Ikrarnama (No. CLXXII).

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction. In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also, and to assume the entire administration of the State. Lal Fateh Singh died in 1874, and the State remained under direct management till 1883, when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaiya Lal. Kanhaiya Lal died on the 6th November 1890, and was succeeded by his son, Kamal Narayan Singh, who was born in 1871. His succession was recognised by the Government of India in February 1891.

Three Deeds (Nos. CLXXXIV to CLXXXVI) making over railway lands, with the jurisdiction thereon, were executed by the Chief, Lal Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattisgarh State Railway; and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal-Nagpur Railway.

The area of the State is 931 square miles; revenue Rs. 3,74,953; population, according to the census of 1901, 137,554; and tribute Rs. 70,000. It has (1905) 38 armed police.

Khairagarh is liable to the nazarana rules.

The present Chief, Raghunath Saran Singh Deo Bahadur, was born on the 15th June 1861, and succeeded his father, Maharaja Indarjit Singh, on the latter's death on the 25th March 1879.

The area of Sarguja is 6,055 square miles; revenue Rs. 1,45,387; population, by the census of 1901, 351,011; and tribute Rs. 2,500. The State possesses (1905) 109 armed police and 4 unserviceable guns.

Sarguja is liable to the nazarana rules.

(15) UDAIPUR.

Udaipur was originally a feudal dependency of Sarguja. In 1852 it was held to have lapsed to the British Government in consequence of the Chief, Dhiraj Singh, having committed manslaughter, but Government continued to pay its tribute to Sarguja. In 1860 the Chiefship, together with the title of Raja Bahadur, was bestowed on Lal Bindheshwari Prasad Singh Deo, younger son of Maharaja Amar Singh of Sarguja, as a reward for his services in the mutiny, and an agreement, dated the 12th December 1860 (No. CXCIX), was concluded with him. From this time Udaipur became a distinct tributary State, the Raja paying his tribute direct to the British Government and Sarguja receiving credit for the same. In 1875 a *Kabuliat* (No. CC) was executed by, and in 1876 a *Sanad* (No. CCI) granted to, Raja Bindheshwari Prasad Singh Deo Bahadur, renewing for 20 years the previous settlement. On the occasion of the Delhi Darbar, held on the 1st January 1877, the hereditary title of Raja was conferred on the Chief of Udaipur. In 1899 a *Sanad* (*see* No. CLXXVIII) was granted to Raja Dharamjit Singh Deo, fixing his tribute for another 20 years. On the partition of Bengal a fresh *Sanad* (No. CCII), dated the 23rd December 1905, was granted to the Chief, which settled his tribute for 14 years.

The present Chief, Raja Chandar Shikhar Prasad Singh Deo, who was born on the 18th August 1889, succeeded his father, Raja Dharamjit Singh Deo, on the latter's death on the 16th December 1900. During his minority the State is under Government management.

The area of Udaipur is 1,055 square miles; revenue Rs. 1,05,904; population, by the census of 1901, 45,391; and tribute Rs. 800. The State possesses (1905) 24 armed police, and 1 unserviceable and 2 serviceable guns.

Udaipur is liable to the nazarana rules.

(8) KOREA.

A Kabuliat was executed by Raja Gharib Singh in 1819 (No. CLXXXVII), engaging to pay annual tribute. In 1848 another Agreement (No. CLXXV) was made with Raja Umol Singh. In 1876 a Kabuliat (No. CLXXXVIII) was executed by, and a Sanad (No. CLXXXIX) granted to, Raja Pran Singh Deo, renewing for 20 years the settlement of 1848. The Sanad of 1899 (*see* No. CLXXVIII), which was granted to the present Chief, settled his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CXC), dated the 23rd December 1905, was granted to the Chief, fixing his tribute for 14 years.

The late Chief, Raja Pran Singh Deo, died on the 24th July 1897. For two years after his death the State was under the management of a leading zamindar pending an enquiry as to the legal successor. The succession of Raja Sheo Mangal Singh, a distant cousin, who was born on the 25th January 1874, was finally recognised by the Government of India in August 1899.

The area of Korea is 1,631 square miles ; revenue Rs. 23,204 ; population, by the census of 1901, 35,113 ; and tribute Rs. 500. The State has (1905) 8 armed police and 1 unserviceable gun.

Korea is liable to the nazarana rules.

(9) MAKRAI.

This petty Chiefship struggled with varied fortune against the Peshwa, Sindhia, and the Pindaris, and was eventually taken under British protection.

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputy Commissioner, Hoshangabad, as Political Agent ; he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs. 2,243-14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished from the 1st May 1847. This payment was commuted in 1863 for the lump sum of Rs. 23,000, and no payment is now made in lieu of transit duties.

The Raja of Makrai received an adoption Sanad in March 1862 (No. CLXXI), and on the 7th March 1866 he executed an Ikrarnama (No. CLXXII).

officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the young Chief, Raja Balram Das, till he should prove himself capable of managing its affairs. Raja Balram Das was invested with full powers in August 1891. He died on the 25th August 1897, and was succeeded by his adopted son, Mahant Rajendra Das, who was born on the 21st March 1894. During his minority the State is under Government management.

Certain lands required for the Bengal-Nagpur Railway were made over, with the jurisdiction thereon, by the Chief under a deed, executed on the 12th January 1891 (No. CXCI). This deed supersedes the one executed by the Chief, Mahant Ghasi Das, on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chhattisgarh State Railway.

The area of Nandgaon is 871 square miles; revenue Rs. 3,50,010; population, by the census of 1901, 126,365; and tribute Rs. 70,000. It has (1905) 62 armed police.

Nandgaon is liable to the nazarana rules.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh. Deonath Singh, its former holder having been convicted of rebellion. Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Ghansham Singh.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Raja of Raigarh, and on the same day he executed an Ikrarnama (No. CLXXII). After the revision of his tribute the Chief was also granted a sanad, dated the 4th September 1867 (No. CLXXIII), which fixed his tribute at Rs. 400 a year.

Owing to the Chief's maladministration the State was in 1885 taken under Government management. Ghansham Singh died in 1890, and his son, Lal Bhup Deo Singh, who was born in 1868, was recognised by Government as his successor. He was formally installed on the 14th January 1894, and at the same time the management of the State was handed over to him.

By a document, dated the 19th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company (*see* footnote to No. CXCI).

Serial No.	Dis- trict	Name of Zamindari or Jagir.	Amount of present Taxation paid to Govern- ment.	Class or title of the Zamindar or Jagirdar.
			Rs.	
19	Bhindara— <i>concluded</i>	Palasgaon	280	Rajput.
20		Chakali	459	Gond.
21		Gond-Umri	2,000	Do.
22		Umri	1,000	Rajput.
23		Dali	1,725	Gond.
24		Ajgaon	1,300	Do.
25		Dawa	2,000	Halba.
26		Khajri	600	Rajput.
27		Tumnapuri	750	Gond.
28		Khalri	550	Halba.
29		Jambhli	550	Gond.
30		Kamphla	51,000	Lodhi.
31		Warad	17,000	Do.
32		Gangejhari	1,500	Pariban.
33		Amgaon	10,000	Kanbi.
34		Pankimela	825	Peas.
35		Saoli-Dongargao	4,795	Kanbi.
36		Bijli	6,930	Lodhi.
37		Darekasa	2,845	Gond.
38		Salekasa	1,070	Do.
39		Palikhera	5,410	Kanbi.
40		Nansari	1,700	Brahman.
41		Tirakheri	950	Peas.
42		Malghari	795	Do.
43		Purada	1,600	Gond.
44		Dongarli	500	Rajput.
		Total	1,30,389	

granted a Sanad (see footnote to No. CLXXIII), dated the 4th September 1867, which fixed his tribute at Rs. 1,350 a year.

In 1878 gross mismanagement was found to exist in this State. The rayats were oppressed; the revenues were misappropriated; fraud and injustice prevailed in the Courts; and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory Chief might be conferred on him. The local officers reported that the Chief was badly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, *viz.*, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued.

Raja Bhawani Pratap Singh died in September 1889, and was succeeded by Lal Raghubar Singh. This Chief died in August 1899, and was succeeded by his minor son, Lal Jawahir Singh, who was born in 1886. During his minority the State is under Government management.

The area of Sarangarh is 540 square miles; revenue Rs. 85,383; population, by the census of 1901, 79,900; and tribute Rs. 3,500. It possesses (1905) 15 armed police.

Sarangarh is liable to the nazarana rules.

(14) SARGUJA.

In 1820 Raja Lal Umar Singh was granted a Sanad (No. CXCH), and executed a Kabuliat (No. CXCIV), promising allegiance to the British Government. In 1825 he was given a Patta (No. CXCV). In 1875 a Kabuliat (No. CXCVI) was executed by, and in 1876 a Sanad (No. CXCVII) granted to, Raja Binodchewari Prasad Singh Deo Bahadur, who had been appointed by Government to manage the State during the lifetime of Raja Lal Umar Singh, who was a lunatic. This agreement cancelled the Patta of 1825. The Sanad of 1899 (see No. CLXXIII), dated the 4th September 1899, was granted to Maharaja Jagannath Soren Singh, who was appointed by Government to manage the State for another 20 years. On the petition of Maharaja Jagannath Soren Singh, dated the 23rd December 1904, the Government granted him a Sanad (No. CLXXVIII), dated the 23rd December 1904, which fixed his tribute for 14 years.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present <i>Takoli</i> paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
70	Raipur— <i>concl'd.</i>	Kauria	4,500	Gond.
71		Fingeshwar	5,500	Raj-Gond.
72		Phuljhar	8,735	Gond.
73		Bilaigarh	2,000	Do.
74		Bhatgaon	1,600	Binjya.
75		Katgi	2,000	Gond.
		Total ...	51,035	
76	Drug.	Gonderdehi	6,700	Raj-Kanwar.
77		Khujji	2,750	Pathan.
78		Dondi-Lohara	6,800	Gond.
79		Thakurtola	1,900	Dhur-Gond.
80		Gandai	6,655	Gond.
81		Barbaspur	2,080	Do.
82		Silheti	1,790	Dhur-Gond.
83		Sahaspur-Lohara	8,000	Gond.
84	Bilaspur.	Parpori	3,500	Do.
		Total ...	40,175	
85		Pandaria	22,500	Raj-Gond.
86		Kanteli	2,200	Do.
87		Pendra	3,000	Kowar.
88		Matin	300	Do.
89		Kenda	1,000	Do.
90		Lapha	1,000	Do.
91		Uprora	460	Do.

(iv)—THE NON-FEUDATORY ZAMINDARIS.

The *Wainganga* Zamindaris (44 in number) form portions of the Bhandara and Balaghat districts. The Zamindars are now nothing more than large landowners, holding their Estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have been relieved of all police duties, and no longer exercise any function of government whatever. None of the Zamindaris are scheduled districts (Act XIV of 1874).

The *Chanda* Zamindars (20 in number) hold their Estates under special Patent (No. CCIII). The Zamindars formerly controlled the arrangements for excise, pounds, and ferries within their Zamindaris and enjoyed the revenue from these sources, but these privileges have been withdrawn, the loss of revenue being recognised by the grant of some pecuniary compensation. The administration of the police has also been withdrawn from the Zamindars, and the force which they formerly maintained has been replaced by Government police. The clauses of the patent referring to these functions of the Zamindars are, therefore, now obsolete. Such of its conditions as are not obsolete have been embodied in a *Wajib-ul-arz* drawn up in 1904. The Zamindaris are held on condition of loyalty, proper management, and the improvement and cultivation of the Estates; and the right of free access to all minerals in the Estates is reserved to Government.

The Zamindaris are all scheduled districts.

The total area of these zamindaris is 3,445 square miles; and the population, according to the census of 1901, is 142,616.

The *Chhattisgarh* Zamindaris, 31 in number, form portions of the Raipur, Drug, and Bilaspur Districts. Their rights in respect of police, excise, and pounds have been resumed, as in Chanda, and Government police have been introduced into these Zamindaris. The majority of the Estates are scheduled districts.

The Jagirdars of *Chhindwara* and *Hoshangabad*, 11 in number, hold their Estates under Sanads (No. CCIV) issued to them in 1880. As in the case of the Chanda and Chhattisgarh Zamindars, their rights pertaining to police, excise, and pounds have been resumed. The Jagirs are held on condition of loyalty, proper management, and the improvement and culti-

List of the Zamindaris and Jagirs of the Central Provinces.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present Takoli paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
1	Balaghat.	Hatta	22,990	Lodhi.
2		Kirnapur*	6,290	Kunbi.
3		Bhadra	11,000	Pathan.
4		Bhanpur†	5	Gond.
5		Kinhi	3,800	Golar.
6		Bamhangaon	1,292	Rajput.
7		Badgaon	396	Do.
8		Bijagarh	1,900	Gond.
9		Chauria	80	Do.
		Total	47,753	
10	Bhandara.	Chichgarh	5,400	Halba.
11		Palasgaon (Palandur)	1,000	Gond.
12		Rajoli	905	Pathan.
13		Mohgaon	1,500	Rajput.
14		Kanhargaon	90	Do.
15		Deori-Kishori	1,000	Lodhi.
16		Bhagi	1,040	Gond.
17		Chichewara	1,275	Halba.
18		Salegaon	725	Lodhi.

* The Kirnapur Zamindari has been re-constituted without powers of transfer under the sanad granted by the Chief Commissioner in Revenue Department letter No. 4784-A., dated the 6th August 1904.

† A single village (Pola) is alone left to the Zamindar, all the rest having been alienated and passed out of Zamindari tenure.

ARTICLE 5.

Districts amounting to four lakhs of rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed. Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council.

* *Vide* Treaties with Tributary and Feudatory States of Orissa, Vol. I., Part III. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present <i>Takoli</i> paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
45	Chanda.	Chandala	17	Raj-Gond.
46		Potegaon	16	Do.
47		Gilgaon	32	Do.
48		Moranda	48	Do.
49		Khutgaon	15	Do.
50		Jharapapra	22	Halba.
51		Ahiri	800	Raj-Gond.
52		Sonsari	140	Halba.
53		Gewardha	150	Pathan.
54		Palasgarh	250	Raj-Gond.
55		Sirsundi	15	Do.
56		Kotgal	12	Gond.
57		Rangi	45	Maria.
58		Aundhi	24	Raj-Gond.
59		Muramgaon	8	Do.
60		Dhanora	30	Do.
61		Dudhmala	8	Do.
62		Panabaras	150	Do.
63		Koracha	10	Gond.
64		Ambagarh Chouki	500	Do.
		Total ...	2,292	
65	Raipur.	Bindra-Nawagarh	16,000	Gond.
66		Khariar	7,500	Chouhan Rajput.
67		Narra	300	Kanwar.
68		Deori	400	Binjwar.
69		Suarmar	2,500	Gond.

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.	Burgurh.	Boomra.
Sonepore.	Suktee.	Bonee.
Saurungurh.	Lerakole.	Gangpoor.

NAMES OF PERGUNNAHS OF PATNA.

Patna.	Nawagurh.	Tonageer.
Khauss Patna.	Ghureeband.	Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

Serial No.	Dis- trict.	Name of Zamindari or Jagir.				Amount of present <i>Takoli</i> paid to Govern- ment.	Clan or tribe of the Zamindar or Jagirdar.
						Rs.	
92	Bilaspur— <i>concd.</i>	Chhuri	...	...	...	2,500	Kowar.
93		Korba	...	...	...	4,100	Do.
94		Chapa	...	...	...	3,300	Do.
95		Malkharoda	...	...	...	9	Rajput.
				Total	...	40,360	
96	Chhindwara.	Harrai	...	...	...	693	Gond.
97		Sonpur	...	...	...	467	Do.
98		Batkagarh	...	...	...	494	Do.
99		Bhardhagarh	...	...	...	178	Do.
100		Gorpani	...	...	...	81	Do.
101		Gorakhghat	...	...	...	45	Do.
102		Partabgarh Pagara	...	...	...	739	Do.
103		Pachmarhi	...	...	...	267	Mawasi (Korku).
104		Almod	...	...	...	125	Gond.
				Total	...	3,089	
105	Hoshan- gabadi.	Chater	...	...	...	190	Raj-Gond.
106		Bariam Pagara	...	...	...	85	Mawasi.
				Total	...	275	
				GRAND TOTAL	...	3,15,368	

* Held free of revenue in perpetuity.

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore, against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa, Rao Pundit Purdhan, as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4.

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoy which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through His Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined on, the Maharajah's Government being previously consulted in the latter case. In the event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoy, which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerbudda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

their dismissal from the Commander of the English troops, they shall return to their own country, their pay shall be continued according to the number of munzils or day's journeys which they may be from the place of their dismissal to the city of Cuttack.

No. CLVIII.

TREATY of PEACE between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by MAJOR-GENERAL WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA ; who have each communicated to the other their full powers,—1803.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other.

ARTICLE 2.

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore.

ARTICLE 3.

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah.

ARTICLE 4.

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan shall be formed to the west by the River Wurdah from its issue from the Injardy hills to its junction with the Godavery.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the River Wurdah, is to belong to the British Government and their Allies.

manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility of aggression against Their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies; and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding

ARTICLE 11.

Senah Saheb Soubah hereby renounces for himself, his heirs and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies. He engages not to assist those Chiefs if the war with them should still continue.

ARTICLE 12.

This Treaty of Peace is to be ratified by Senah Saheb Soubah within eight days from this time, and the ratification is to be delivered to Major-General Wellesley, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw. Major-General Wellesley engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor-General in Council, and that the ratification shall be delivered in two months from this date.

Done in Camp at Deogaum, this 17th December 1803, answering to the 2nd Ramzan 1213 Fazali.

Ratified by the Governor-General and Council on the 9th January 1804.

No. CLIX.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOOJEE BHOOSLAH SAINA SAHEB SOOBAN BAHADOOR, dated 24th August 1806, corresponding with the 9th of Jemmaudee-Oossannee, 1221 Hijree.

Adverting to the relations of harmony and friendship subsisting between the British Government and Maharajah Raghoojee Bhooslah, the Honorable Sir George Hilario Barlow, Baronet, Governor-General, agrees to restore to Maharajah Raghoojee Bhooslah all the territory of Sumbulpore and Patna which was ceded by the Maharajah to the Honorable English Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The British Government hereby renounces all future claim whatsoever to the undermentioned Pergunnahs, and the Maharajah shall possess the same degree of sovereignty over them as he possesses over the rest of his dominions.

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of official authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honorable Company, and the signature of the Right Honorable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpore, the twenty-seventh day of May in the year of our Lord One Thousand Eight Hundred and Sixteen, answering to the Twenty-eighth of Jumadoossanee, in the year of the Hijera One Thousand Two Hundred and Thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816.

(Sd.) J. ADAM,
Secretary to Government.

★ NO. CLXI.

PROVISIONAL AGREEMENT concluded between the HONORABLE COMPANY and MAHARAJAH MOODHAJEE BHONSLA, by MR. JENKINS on the part of the HONORABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness,—1818.

ARTICLE 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

Articles, was concluded at Nagpore between the Honorable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoossanee, in the year of Hijri 1231; and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, annulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal; and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud; and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud; and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States:—

ARTICLE 1.

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 2.

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Mahratta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah.

ARTICLE 3.

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negotiation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court.

ARTICLE 4.

By the 4th Article of the Treaty of Nagpore, it was agreed that, with

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness' treasury at Nagpore, according to the two under-mentioned equal and half-yearly instalments, punctually and without demur, the annual sum of seven lakhs and fifty thousand Nagpore rupees of the present standard value, being the estimated additional charge on the field establishment of the force described in the preceding Article.

The following are the instalments :—

	Rs.
1st December	3,75,000
1st June	3,75,000
	<hr/>
Rupees	7,50,000
	<hr/>

ARTICLE 6.

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhooslah, and whatever arrangement may be thus determined upon, by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified, the British Government shall be entitled to require, and His Highness will without hesitation agree to cede, territory in lieu of the whole of the subsidy, the situation of which territory will be then fixed according to mutual convenience. But it is understood that the British Government claims no right to demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7.

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company, exceeding the amount of the subsidiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops.

ARTICLE 8.

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness' territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary number of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a

the British subsidiary force. In the same manner, in the event of any part of the forces of the Maharajah being required to act in conjunction with a British force beyond the limits of His Highness' territories, the former shall be employed under the orders and directions of the Commanding Officer of the latter. It is, moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support, and that on all necessary occasions, he will be ready to assist the British Government with the whole of his forces.

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness' Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service; and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force.

ARTICLE 13.

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co-operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions; provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness' territories shall not be exposed to serious danger, and that the force stationed near His Highness' person shall never be less than one battalion of sepoys.

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness' family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories.

bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it.

ARTICLE 13.

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Booslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories. Provided always that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

ARTICLE 14.

The hill of Seetabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the cantonments of the different divisions of the said forces

ARTICLE 15.

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety.

ARTICLE 3.

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops.

ARTICLE 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops.

ARTICLE 6.

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government.

ARTICLE 7.

The two hills of Seetabuldee with the bazaars and land adjoining, to a distance to be hereafter specified, shall be henceforth included in the British boundary, and such military works erected as may be deemed necessary.

Done at Nagpore this 6th day of January 1818 A.D., corresponding to the 28th of Suffer 1233 A.H.

(A true copy.)

(Sd.) R. JENKINS,

Resident.

No. CLXII.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors, settled by RICHARD JENKINS, ESQUIRE, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES,—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

No. CLXIII.

REVISED ENGAGEMENT between the HONORABLE COMPANY
and the RAJAH of NAGPORE,—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore.

ARTICLE 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *i.e.*, on the 6th of September, 6th December, 6th March, and 6th June of each year; in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

ARTICLE 2.

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the poteils, ryots, and others by the British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain inviolate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British officers under the sanction and authority of the Resident.

ARTICLE 3.

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to offer advice to the Maharajah, his heirs and successors, on all important matters,

mutual welfare of both States, and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government, and responsible to it as well as to His Highness in the exercise of their duties in every branch of the administration.

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its representative at His Highness' Court for ensuring order, economy, and integrity in every department of his Government, and the engagements and settlements which have been or may be concluded with the putels and ryots or others in his name through the intervention of British Agents shall be faithfully maintained and acted upon. The civil establishments of the Government, the appointment of persons to fill them, and the expenditure on account of those establishments, as well as of His Highness' Court and household, shall be fixed and continued according to the advice of the British Government; and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch, as well as to have access to the treasury, in order to be assured of the actual state of the finances.

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them, that hostilities shall be undertaken or preparations made for commencing hostilities against any State or Power, Rajah Raghojee Bhooslah agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of the war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness, to bear a just and reasonable proportion to the actual net revenue of His said Highness.

ARTICLE 12.

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness' dominions should be increased and perpetuated by the operations of this Treaty, and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness' permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article, it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government, on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined, or a deterioration, instead of the expected improvement in His Highness' resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and

Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829, corresponding with the 29th Jumadilakher, 1245 Hijree.

(Sd.) F. B. S. WILDER,

Resident.

„ W. C. BENTINCK.

„ DALHOUSIE.

„ W. B. BAYLEY.

„ C. T. METCALFE.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

(Sd.) A. STIRLING,

Secretary to Government.

No. CLXIV.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE,
SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues; and *whereas* the services you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that your ziraut and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit-rent.

In token whereof this Sunnud is granted to you this day of 1865.

ARTICLE 16.

Whenever called upon by the British Government, the Maharajah agrees to collect as many Brinjarries as possible, and to store as much grain as may be practicable in convenient places for the purpose of aiding the supplies of the armies of both States in any contest in which they may be engaged.

ARTICLE 17.

This Treaty, consisting of seventeen Articles, being settled and concluded at Nagpore, on the first day of December in the year 1826, corresponding with Jumadee 1st, in the year of the Hijeree 1242, by Richard Jenkins, Esq., with Maharajah Raghojee Bhooslah, Mr. Jenkins has delivered to the said Maharajah a copy of the same in English, Persian, and Mahratta, sealed and signed by himself, and His Highness has delivered to Mr. Jenkins another copy also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr. Jenkins has engaged to procure and deliver to His Highness without delay a copy of the same duly ratified by the Right Honorable William Pitt, Lord Amherst, Governor-General, etc., etc., on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Governor-
General's
Seal.

(Sd.) AMHERST.

Ratified by the Right Honorable the Governor-General in Camp, at Shahjehanpore, this thirteenth day of December; one thousand eight hundred and twenty-six A. D.

(Sd.) A. STIRLING,

Secretary to the Government,

In attendance on the Governor-General.

SCHEDULE

OF CESSIONS TO THE BRITISH GOVERNMENT.

1st.—Mundilla, including

1. Fort of Mundilla.

2. Burgee.

2nd.—Jubbulpore, including

1. Huwelee Gurha.

7. Punmagurh.

2. Suhora.

8. Mujholee.

3. Sandpoor.

9. Kemoree.

4. Khombea.

10. Bareily.

5. Bhunee Ban.

11. Bulhary.

6. Ghosalpoor, including—

12. Tezgurh.

1. Sirclee.

3. Turwa.

13. Kusungee, etc.

2. Kooa

4. Ghosalpoor.

8th—Sumbhulpoor, including

- | | |
|------------------------|-------------------|
| 1. Khalsa Sumbhulpoor. | 11. Barbar Killa. |
| 2. Chunderpoor. | 12. Phoonda. |
| 3. Ambonna. | 13. Dama. |
| 4. Kurral. | 14. Saungah. |
| 5. Ghems. | 15. Sappurgurh. |
| 6. Hootal. | 16. Serrah. |
| 7. Burpalee. | 17. Coolabara. |
| 8. Patkulda. | 18. Rampoor. |
| 9. Lukunpoor. | 19. Rajepoor. |
| 10. Boordah. | 20. Pondumpoor. |

Zemindaries.

- | | |
|-----------------------|-------------------------|
| 1. Sumbulpoor. | 4. Saringurh, including |
| 2. Burgurh, including | Sureea. |
| Singra, | Suroawah. |
| Half of Boteea, and | Sohagpoor. |
| Half of Saragong. | 5. Gungpoor. |
| 3. Suktee, including | 6. Boree. |
| Half of Boteea, and | 7. Boomra. |
| Half of Saragong. | 8. Rerakole. |

9. Soondpoor.

Patna and its Dependencies.

- | | |
|------------------|-----------------|
| 1. Patna. | 9. Huldee. |
| 2. Assee Salda. | 10. Sandakala. |
| 3. Jura Singha. | 11. Sarpahar. |
| 4. Butata. | 12. Bud Puhar. |
| 5. Dinkgurh. | 13. Boy Moorda. |
| 6. Topal. | 14. Sabe Butha. |
| 7. Teelgurh. | 15. Hat Kund. |
| 8. Gumleeadolah. | 16. Doombutta. |

Patna Zemindaries.

- | | |
|------------------|------------------|
| 1. Patna Proper. | 5. Autgaon. |
| 2. Pooljher. | 6. Lohar Singha. |
| 3. Boora Samer. | 7. Kheriar. |
| 4. Ramoon. | 8. Nunagurh. |

9. Dewlee.

9th—Sohagpoor Bhugdolher.

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SENAH SAHIB SOOBAN RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows:—

Talooka Puchmurree, 7 villages.		Pergunnah Heerdagurh, 7 villages.		Pergunnah Pertaubgurh, 6 villages.
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Puchmurree, Choomee, Nadowra, Kanee Chapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah, Teelee Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree.

Pergunnah Oomrait, 1 village, Myawaree.		Pergunnah Jamye, 1 village, Khurwanee.		Pergunnah Almoat, 1 village, Boree Gha ut.		Pergunnah Gurguzghur, 1 village, Lona Dewee.		Pergunnah Umbarrah, 1 village, Nursurah.
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and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages; they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head: agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple.

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate. No taxes, however, to be levied on pilgrims.

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied thereto at the several ghauts and roads leading to the temple

whether relating to the internal administration of the Nagpore territory or to external concerns, and His Highness shall be bound to act in conformity thereto. If, which God forbid, gross and systematic oppression, anarchy and misrule should hereafter at any time prevail, in neglect of repeated advice and remonstrance, seriously endangering the public tranquillity and placing in jeopardy the stability of the resources whence His Highness discharges his obligations to the Honorable Company, the British Government reserves to itself the right of re-appointing its own officers to the management of such district or districts of the Nagpore territory in His Highness' name, and for so long a period as it may deem necessary, the surplus receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

ARTICLE 4.

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one thousand of the best description of Irregular Horse, organised and disciplined after the native fashion, commanded by his own Native officers, and subject to His Highness' exclusive authority. In the event of war, this force shall be liable to serve with the British army in the field, receiving batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier.

ARTICLE 5.

Article 15 of the existing Treaty is hereby abrogated.

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority.

Done at Mooltan, this 25th day of February, A. D. 1820.

(A true copy.)

(Sd.) W. HAMILTON,
Acting Assistant.

A correct though not literal translation.

(Sd.) H. A. MONTGOMERIE,
Commissioner, Settlement Gonds.

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	REMARKS.
		Rs. A. P.	
	Gubba Jumahdar . . .	15 0 0	
	Rajah Durrio Sing . . .	200 0 0	
Batkaghur	Kesho Rao Thakoor . . .	30 0 0	
	Sough Sah	10 0 0	
Putchmarree	Mohun Sing	25 0 0	
Bhurdaghur	Cheemun Sah	40 0 0	
Almond	Rajah Sah	40 0 0	
Adygoon	Dowlut Bhartee	250 0 0	
Pertaubgurh	Runjeet Sah . . . . .	.....
Kurry	Jeswant Sah Thakoor . . .	.....
Hurrakoat	Rajahjee . . . . .	.. ..
Puggara	Pertaub Sing . . . . .	.....
Moothoonghaut	Dowlut Sah . . . . .	.....
Gorukghaut	Dowlut Sah . . . . .	.....
	TOTAL	610 0 0	

No. CLXVII.

KUBOOLYUT executed by RAJAH JOOJHAR SING OF RAIGURH,
dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from ^{1228F.}1875S. has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt,

No. CLXV.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE,
SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you have held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentages on the public revenues; and *whereas* the service you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4,480-6 in half-yearly instalments, in lieu of the cash perquisites enjoyed by you; and that such pension be continued to your heirs, sons, brothers, and brothers' sons, in hereditary succession, subject to good behaviour.

In token whereof this Sunnud is granted to you this day of 1865.

No. CLXVI.

SPECIMEN ENGAGEMENTS entered into by the ZEMINDARS of
CHATTISGARH—1821.

I, Ram Raee, the Zemindar of Sonakhan, with its twelve dependent villages in the Province of Chhattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement:—

1. I will obey the orders of the Sircar, and will be engaged in no rebellion or treachery against it.

2. I will inform the Sircar of any intrigues to its prejudice which come to my knowledge.

3. I will pay my tribute (tuckolee) regularly to Chhattisgarh in two instalments annually to the Agent of the Sircar authorised to receive it, and according to the separate arrangements entered into with the Government.

4. Customs (syer) belong to the Sircar, and I will levy none, and I will take the bazaar, which shall not be increased beyond the established usage, and for this I engage to pass traders safely through my zemindary.

5. I will offer no interruption to travellers or merchants passing through my zemindary, but will always assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price.

6. If any criminals or traitors seek refuge in my zemindary, I will immediately deliver them up to the Sircar.

SPECIMEN ENGAGEMENTS with the Zemindars of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFURD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits.

2. Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by) BAHADOOR KHAN,
Son of SOUDE KHAN.

21st day of Suffer 1230 Fuslee.

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	REMARKS.
		Rs. a. p.	
Gewarda	Soude Khan	30 0 0	
Purrusghur	Govind Shah	30 0 0	
Ambaghur	Nilkunt Shah	25 0 0	
Amric Palabarsa	Nizum Shah	25 0 0	
Dewulgaon Sonsery	Chunder Shah	215 0 0	
Rangee	Anund Row	12 0 0	
Koracha	Sooba Dao	10 0 0	
Kootgaon	Jugga Thakoor	6 0 0	
Damona	Bhudra Thakoor	5 0 0	
Jurra Papra	Gunesh Thakoor	3 0 0	
Mooroomgaon	Kullyan Thakoor	3 0 0	
Seersondee	Sherga Thakoor	2 0 0	
Kodjub	Neeram Shah	3 0 0	
Dood Mala	Maroo Thakoor	3 0 0	
Deoka	Goolab Khan	3 0 0	
Ghot	Rajeshwur Row	25 0 0	
Gilgown	Veeroo Shah	10 0 0	
Paveeh Maulsudah	Ogroo Shah	10 0 0	
	TOTAL	420 0 0	

after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

NO. CLXX.

SUNNUD granted to LAL FUTTEH SING, Zemindar of Khyraghur, dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

The same to
 Rajah Nurhur Deo, of Kakeir.
 Luchmun Dass, Zemindar of Kondka or Choe Kuzan.
 Bahadoor Sing, Zemindar of Kawurda.
 Ghasee Dass, Zemindar of Nandgaon.
 Rajah Gunsham Sing, of Raeghur cum Burghur.
 Rajah Sungram Sing, of Sarunghur.
 Rajah Runjeet Sing, of Suktee.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

NO. CLXXI.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO. of BASTAR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses

or connected with it, they belong for the future to Government, and the following provision is hereby made:—

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one-third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc., etc., etc., at Koreel Ghaut, together with your exclusive right to the whole profit of the Tara Ghaut, Government hereby agrees to give you, for a period of three years, commencing with the year 1230 Fuslee, and ending with the year 1232 Fuslee, an annual sum of Nagpore Rupees 750.

This sum will be paid to you by the Government direct; you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration.

Such are the arrangements for the Pooja and Jatra rights; by no means interfere in them in any other way than is now written, "taking care that no theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible." Avoid also all violence in every way towards them or to traders, visitors, etc.; all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeca, Kularu, Moohwa Paunree, etc., etc., hitherto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale; avoid increasing it without authority.

This therefore, as above detailed, is the provision made for you by this Government. Receive and eat; have no concern for the interference of others. In return your duties to Government are as follow:—

You will henceforth pay to Government in quit-rent 25 rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees; send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly; if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed. You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government, offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots; any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government.

against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

(Sd.) LAL FUTTEH SING,
Zemindar, Khyraghur.

Signed in presence of us this fourth day of January eighteen hundred and sixty-six.

(Sd.) C. BERNARD,
(Sd.) F. FENTON,
Deputy Commissioner.

Similar ikrarnamas were presented by the following Chiefs:—

Gunsham Sing, Rajah of Raighur <i>cum</i> Burghur	} Dated the 4th January 1866.
Tribute Rs. 340.			
Luchmon Dass, Zemindar of Rontka or Choe Kadan	...	...
Tribute Rs. 7,700.			
Singram Sing, Rajah of Sarunghur	} Dated the 11th January 1866.
Tribute Rs. 1,400.			
Ghassee Dass, Zemindar of Nandgaon	...	...
Tribute Rs. 34,700.			
Runjeet Sing, Rajah of Suktee	} Dated the 7th March 1866.
Tribute Rs. 240.			
Nurhur Deo, Rajah of Khakeir	...	...
Tribute <i>Nil</i> .			
Devi Shah, Rajah of Makrai	} Dated the 27th June 1866.
Tribute. The sum to be fixed by the British Government.			
Rachpal Sing, Zemindar of Kawurdah	...	...
Tribute Rs. 7,400.			
Bhyron Deo, Rajah of Bustar	} Dated the 19th December 1870.
Tribute Rs. 3,056.			

No. CLXVIII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of
PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been
settled with me for five years, from 1236* to
* A. D. 1826-27 to 1830-31. 1240 Nagpore year, at an annual jumma of Sicca
Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including
"Mal," "Abwab Muhmoolee," or other customary duties, excepting
unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet"
endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily
execute this agreement, in which I promise that I will, according to the
prescribed instalments and without pleading any excuse on the score of
drought or diluvion, punctually pay in my revenue at Sumbulpore every year.
I will conciliate my ryots, and adopt such measures as shall tend to the
improvement of my estate. I will not harbour offenders against public
justice, such as highwaymen, dacoits, thieves, and such like characters; and
should I detect any such persons within my estate I will promptly
apprehend and bring them to justice. I will duly report to the authorities
all that occurs within my estate.

(Here follows the specification alluded to.)

No. CLXIX.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH
MAHARAJ SAHEE of SUMBULPORE, binding himself to the
right discharge of Police and Judicial duties, dated 22nd Feb-
ruary 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been
vested with authority from the Government to administer justice, and to
conduct Police duties within the limits of my estate, and I have voluntarily
accepted the obligation, I do hereby promise that I will, with all faithfulness
and integrity, discharge the duties entrusted to me. I will conscientiously
and impartially decide all civil causes. I will hear and properly investigate
all suits preferred to me; and I will, to the utmost of my ability, give no
reason to any one for dissatisfaction. If the litigating parties desire
arbitration, I will permit them to have recourse to that mode of settling
their differences, and I will direct the Panchayet to decide with conscientiousness
and impartiality. I will promptly investigate all heinous offences, such as
dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc.,
that may occur. I will apprehend the offenders, and

No. CLXVIII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of
PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including "Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sambalpur every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

(Here follows the specification alluded to.)

No. CLXIX.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH
MAHARAJ SAHEE of SUMBULPOR2, binding himself to the
right discharge of Police and Judicial duties, dated 22nd Feb-
ruary 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Panchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and

No. CLXXV.

KUBOOLYUT of RAJAH UMOLE SING, PROPRIETOR of PERGUNNAH KOREA, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated 5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Rajah Umole Sing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 mōuzahs, "Uslee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutchā and pucka," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmotur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dān, and other bazaar dues, it becomes you to conciliate and render contented all resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and, as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbazaaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress without molestation. You must not harbour within your estate thieves, dacoits, thugs, kuzzacks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbour, and that such crimes as dacoity, highway robbery, thuggee, theft, etc., shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British officer to the Pergunnah, the Police duties will be conducted by you. All Police and Foujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report

should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

A similar Sanad was granted to the Chief of Makrai on the same date.

NO. CLXXII.

ACKNOWLEDGMENT OF FEALTY presented by LAL FUTTEH SING, Zemindar of KHYRAGHUR.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to.

I will respect and maintain all rights within my territories; I will attend to the prosperity of my ryots, to the strict administration of justice, and to the effectual suppression of crime. When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years, I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender.

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of Rupees (34,900) thirty-four thousand nine hundred, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine; and when complaints preferred

No. CLXXIII.

To

GHUNSHAM SING, RAJAH of RAIGURH *cum* BURGURH.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will, before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

- (1) That you shall pay regularly the tribute of Rs. 400 now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter that the Government may think fit.
- (2) That you shall deliver up any offender from British or other Territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other Territory, you will make a representation in the matter to the authorities concerned.
- (3) That you shall do your utmost to suppress crimes of all kinds in your State.
- (4) That you shall administer justice fairly and impartially to all alike.
- (5) That you shall recognize the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.
- (6) That you shall levy no transit duties on grain, merchandize or any article of commerce passing through your State.
- (7) That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

ARTICLE 4.

The Rajah, his heirs and successors, will not have any connection, or enter into any negotiation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz.*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed.

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

This engagement of nine Articles having been concluded and signed and sealed by Major P. Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date.

Done at Ryepore, the 30th of March 1819.

(Sd.) P. VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgurh.

(Sd.) NARRAIN.
" KASIR SING DOW.

(A true translation.)

(Sd.) P. VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgarh.

VIII A.—You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;	}	CURZON OF KEDLESTON;
<i>The 8th March 1899.</i>		<i>Viceroy and Governor-General of India.</i>

Similar sanads were granted on the same date to the Chiefs of Jashpur, Korea, Sarguja, and Udaipur.

NO. CLXXIX.

SANAD given to the CHIEF of CHANG BHAKAR, regarding the STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad,

the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British officer, he will superintend the Police and conduct all cases, Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibilities, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel, the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event the orders of Government are positive; you should therefore be cautious and vigilant in all respects.

N.B.—The Agreement with the Chang Bhakar Zemindar was drawn up in the same terms precisely.

NO. CLXXVI.

KABOOLAT of the ZEMINDAR of CHANG BHAKHAR—1875.

I, Bhayah Bahadoor Balbhader Sing Deo, Zemindar of Chung Bhakhar, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Chung Bhakhar has been open to resettlement or revision since the 3rd of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhayah Bahadoor Jung Jeet Sing Deo, on the 3rd of January 1848, has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed for a period of 20 years, from the 12th day of April 1875 to 11th of April 1895, I do hereby promise to obey and bind by the conditions, agreements, and stipulations detailed in the kabooliat executed by my late father, the said Bhayah Bahadoor Jung Jeet Sing, on the 3rd of January 1848.

BHAYAH BAHADOOR BALBHADER SING DEO,

Zemindar of Chung Bhakhar.

Dated 24th July 1875.

settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. You shall, as hitherto, have no right to the produce of gold, silver, coal, or diamond mines, or to any minerals whatsoever underground within your State, all these being the property of the British Government.

10. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

11. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.



No. CLXXX.

KUBOOLYUT of RAJAH RAM SING, ZEMINDAR of JUSHPORE,
dated 8th June 1819, A.D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgoojah, has been made

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875, to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jushpore.

Dated 9th May 1875.

No. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

Bhakar State, and you are permitted, as heretofore, to generally administer the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you,

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875 to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jushpore.

Dated 9th May 1875.

No. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Bhaya Mahabir Singh Deo, son of Lal Ram Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the *Chang Bhakar* State, and you are permitted, as heretofore, to administer generally the territory of the said *Chang Bhakar* State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or *peskash* of rupees three hundred and eighty-seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay *nazarana* to the British Government on succession in accordance with the general rules on that subject for the time being in force.

or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

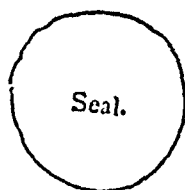
(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.

}



No. CLXXXIV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees the strip of land comprising 311 acres, 3 roods and 1 pole permanently and 823 acres, 1 rood and 5 poles temporarily situate in my territories and bounded as under :—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the land hereinafter mentioned free from all present and future demand on account of revenue or rent.

with me by the British Government, on the payment to the Government of an annual tribute of Rupees 1,000 local currency,* I, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord, promise in presence of Captain Sinnock, Superintendent of the affairs of Sirgoojah, that I will not plead any excuse on the score of calamity, or other cause for non-payment; but according to the Kistbundee given below, I will, year by year, and instalment by instalment, pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Rishoon Koonwaree, Zemindar of Sirgoojah, through Lall Hurnath Sing, Tahsildar of the Ranee.

(Here comes specification of instalments.)

No. CLXXXI.

SUNNUD given to the CHIEF of JUSHPORE on renewal of the former settlement.

Whereas the estate of Jushpore, and its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh on the 8th day of June 1819 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Pertab Narain Singh Deo Bahadoor, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Jushpore, and its dependency Khuria, is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late father, the said Rajah Ram Singh, on the 8th June 1819 afore-said.

Sunnud issued on the 5th August 1875.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CLXXXII.

KABOOLIAT of the ZAMINDAR of JUSHPORE—1875.

I, Rajah Partap Narain Singh Deo Bahadoor, Zemindar of pergunnah Jushpore, in Chota Nagpore, do hereby execute this kabooliat.

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay pazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay *nazarana* to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse

far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres, 2 roods and 1 pole, that is, 85 acres, 1 rood and 21 poles acquired previously and 499 acres, and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhattisgarh State Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinfore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached, and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

(Sd.) RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

16th January 1891.

No. CXCH.

DEED executed by the SAKTI STATE for CESSION of LAND, with
the JURISDICTION thereon, for RAILWAY
PURPOSES,—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed and delivered.

(Sd.) LAL SHRI UMRAO SINGH SAHIB RAIS,

Feudatory Chief of Khairagarh,

Raipur District.

Witnesses.

(Sd.) GHASI BABU OF KHAIRAGARH.

(„) NIZAM SAO TAMERA OF KHAIRAGARH.

No. CLXXXV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 8 acres, 1 rood and 2 poles, situate in his territories and bounded as under, *i.e.*, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In witness whereof, the said Feudatory

Empress of India, her heirs, representatives and assignees. In witness whereof the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd.) D. O. MEIKLIJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

(Sd.) DINANATH BANERJI,
*Head Clerk,
Deputy Commr.'s Office,
Bilaspur.*

(Sd.) K. UMAJI RAO,
*Zemindary Accountant,
Deputy Commr.'s Office.*

Countersigned.

(Sd.) M. M. BOWIE,
*Offg. Commr., Chhattisgarh Division,
Central Provinces.*

The 8th November 1890.

A similar deed was executed by the Chief of Raigarh.

No. CXCIH.

TRANSLATION of a SUNNUD given to OOMR SINGH, RAJAH of SURGOOJAH.

To the Ryots, Cultivators, all the Zemindars, and inhabitants of every description of Surgoojah, know you, agreeably to the orders of the Governor-General, that Lall Oomr Sing, the son of late Lall Juggernath Sing, has been raised to the Guddie of Surgoojah, to be succeeded by his offspring. It is proper that you all consider him your firmly established Rajah, and not disregard his orders in the slightest degree. It behoves the Rajah, who has been raised to the Guddie, to use his utmost endeavours to improve the Country and Revenues, and conciliate his Ryots and Zemindars, and obey all orders of the Government servants.

Dated 15th June 1820, corresponding with the 20th of the second Jeyt 1227 Fussilly.

witness whereof I set my hand and seal, this twenty-seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd.) J. P. GOODRIDGE,
Political Agent.

RAIPUR; }
The 13th October 1890. }

(Sd.) M. M. BOWIE,
Offg. Commissioner, Raipur,
Chhattisgarh Division.

No. CLXXXVII.

KUBOOLYUT of RAJAH GUREEB SING of KOREA, dated 24th
December 1819.

Whereas a settlement of Pergunnah Korea, which is my estate, has been concluded with me by Captain Sinnock, Superintendent of the Affairs of Sirgoojah, at an annual jumma of Rupees 400, "Hursunna" for 1227 F., I freely and of my own accord engage to pay annually the above sum as Malgoozaree to the British Government, kist by kist, according to the subjoined Kistbundee. I will plead no excuse for non-payment.

(Specification of kists here given.)

No. CLXXXVIII.

KABOOLIAAT of the ZEMINDAR of KOREA,—1876.

I, Rajah Pran Singh Deo, Zemindar of Korea, in Chota Nagpore.

Whereas the estate of Korea has been open to resettlement or revision since the 3rd day of the month of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision, the settlement made with Rajah Amole Singh, on the 3rd of January 1848, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which the former Chiefs, and subsequently the managers under the Court of Wards, have performed their duties, has

That whereas the estate of Sirgoojah has been open to resettlement and revision since the 24th of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ameer Sing Deo Bahadoor, on 24th of February 1825, has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged the duties as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjeet Sing Deo Bahadoor, has been pleased to direct the present settlement to be renewed for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and stipulate that I will obey and carry out the conditions and agreements detailed in the Patta given to the said Rajah Ameer Sing Deo on 24th February 1825.

RAJAH BINDESHURI PERSHAD SINGH DEO BAHADOOR, C.S.I.,

The 9th May 1875.

Manager of Sirgoojah.

No. CXCVII.

SUNNUD given to the MANAGER of SIRGOOJAH—1876.

Whereas the estate of Sirgoojah has been open to resettlement or revision since the 24th day of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Amer Sing on the 24th day of February 1825 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the duties of the said estate have been discharged by Rajah Bindessuri Persad Sing Deo Bahadoor, C.S.I., as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjit Sing Deo Bahadoor, has been pleased to direct that the present settlement be renewed for a period of twenty years; it is now notified and declared to all concerned, that the existing settlement of the said estate of Sirgoojah is hereby renewed for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the pottah given to the said Rajah Amer Sing on the 24th day of February 1825.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Seo Mangal Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Raja Seo Mangal Singh Deo, son of Raja Pran Singh Deo, are hereby formally recognised as the Feudatory Chief of the Korea State, and you are permitted, as heretofore, to administer generally the territory of the said Korea State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. }
4. }
5. }
6. } These clauses are identical with the corresponding ones in the
7. } sanad granted to Chang Bhakar (see No. CLXXIX).
8. }
9. }
10. }
11. }

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

Seal.

No. CXCI.

DEED executed by the CHIEF of NANDGAON for cession of LAND,
with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1891.

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, a

No. CXCI.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, BAHADOOR, of OUDEYPORE, by the COMMISSIONER of CHOTA NAGPORE, dated 12th December 1860.

Whereas, in lieu of the loyal services rendered by you, the Pergunnah of Oudeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupèes 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oudeypore, as a pension, and whereas the sum of one rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury annually by three instalments the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 rupees on account of the pension of Ranee Bunkoonwaree during her life, and for the present a sum of one rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support, you will, without objection, pay into the Government Treasury and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

(Sd.) E. T. DALTON,

Commissioner of Chota Nagpore.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR of OUDEYPORE, dated 12th December 1860, corresponding with the 15th Aghun 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favour of the Government the Pergunnah of Oudeypore, with the title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 rupees are paid out of the collections of the said Pergunnah as a pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oudeypore; and whereas an allowance of one rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866-P., dated the 25th June 1875, in the Foreign Department, doth in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres, 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District.	Pergunnah or Tahsil.	Mouzah.	Permanent, class A.	REMARKS.
			R. A. P.	
		Jetha . .	36 2 28	
		Soti . .	90 3 10	
		Bellodi . .	4 1 37	
		Tewar . .	28 1 14	
Bilaspur . .	Seorinarain . .	Harda . .	5 0 27	
		Karibunda . .	38 0 16	
		Ditto . .	0 2 29	} In Raigarh District, Railway limits.
		Arjuni . .	5 3 16	
		Sarjuni . .	7 0 24	
		TOTAL ...	217 1 1	

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by the above-mentioned Ranjit Singh, Feudatory Chief of Sakti, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh Raj Gond, Chief of the Feudatory State of Sakti, further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the

passed for me. Wherefore I do write these few lines in the shape of an Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO, *Bahadoor,*
Rajah of Oudeypore.

No. CC.

KABOOLIAAT of the ZEMINDAR of OODEYPORE—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Zemindar of Oodeypore, in Chota Nagpore, do hereby execute this kabooliat.

That whereas my estate Oodeypore is now open to resettlement or revision; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed with me for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and bind myself by the conditions, agreements and stipulations detailed in the sunnud granted to me and in the kabooliat and the police agreement executed by me on the 12th December 1860.

RAJAH BINDESHURI PERSHAD SING DEO BAHADOOR, C.S.I.

The 9th May 1875.

No. CCI.

SUNNUD given to the CHIEF of UDAYPORE on RENEWAL of the
FORMER SETTLEMENT.

Whereas your estate Udaypore is now open to resettlement or revision, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you have all along discharged your duties, has been pleased to direct that the present settlement be renewed with you for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Udaypore is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the sunnud given to you, and in the kabulyat and the police agreement executed by you on the 12th December 1860.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CXCIV.

KUBOOLYUT of RAJAH UMMER SING, ZEMINDAR of
SIRGOOJAH, dated 15th June 1820.

Whereas by the explicit orders of His Excellency the Governor-General in Council, I, Rajah Ummer Sing, have been elevated to the "Guddee" of the Raj of Sirgoojah, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever.

No. CXCV.

POTTAH given to RAJAH UMMER SING of SIRGOOJAH, dated
24th February 1825.

Whereas under sanction of the Government the whole pergunnah of Sirgoojah, with the khalsa lands and tuppahs, have been settled with Rajah Ummer Sing for five years, from 1232 to 1236 F. at an annual jumma of Sicca Rupees 3,001, including "Mal," "Sayer," "Abwab Muhmoolee," or customary dues, "Julkur and Bunkur," "Tar and Muhoowa," gardens, excepting Lakheraj lands intestate and unclaimed property, and such cesses as have been prohibited by Government, the said Rajah has agreed to pay, in the stipulated jumma without pleading bad seasons or other calamity; it becomes the said Rajah to take measures for the improvement of his estate to conciliate his Zemindars, Jaghiredars, Ryots, and all residing on his estate, and to pay his revenue (Malgoozaree) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or diluvion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah.

(Here comes specification of instalments.)

No. CXCVI.

KABOOLIAT of the MANAGER of SIRGOOJAH—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Manager of the Court of Wards of Sirgoojah, the property of Maharajah Inderjeet Sing Deo Bahadoor, in Chota Nagpore, do hereby execute this kabooliat.

No. CXCVIII.

SANAD given to the CHIEF of SIRGUJA, regarding HIS STATUS and POSITION, on the TRANSFER of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Sirguja in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Raghunath Saran Singh Deo Bahadur, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

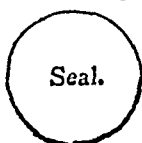
1. You, Maharaja Raghunath Saran Singh Deo Bahadur, son of Maharaja Indrajit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Sirguja State, and you are permitted, as heretofore, to administer generally the territory of the said Sirguja State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees two thousand and five hundred, exclusive of the tribute payable through you by the Feudatory Chief of Jashpur, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3.	} These clauses are identical with the corresponding ones in the sanad granted to Jashpur (see No. CLXXXIII).
4.	
5.	
6.	
7.	
8.	
9.	
10.	

CALCUTTA;
The 23rd December 1905. }

(Sd.) MINTO,
Viceroy and Governor-General of India.



stringent and bounden duty on me to discharge myself all these items. I do therefore promise and place on record that I will pay per annum the sum of Rupees 533-5-4 by three instalments on account of the tribute, and 500 rupees as a stipendiary grant to Ranees Bunkoonwaree during her natural life; and will further pay for the present one rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families, and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs, etc., and evince always my unflinching zeal and loyalty to the British Government, and be ready to render all services required of me by the British Government. Wherefore I do write these few lines by way of Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO,

Rajah of Oudeypore.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, regarding the POLICE ADMINISTRATION, dated 12th December 1860, corresponding with the 15th Aghun 1268 F. S.

Whereas the Police duties of Pergunnah Oudeypore have been consigned to me by the Government, and I have of my own free will and accord taken them upon myself, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honourably; and whatever suits may be instituted for debts, etc., I will decide impartially and honestly, and will listen to all pleas that may be given. If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, etc., which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case. I will send reports of all such cases to the Commissioner. In cases where sentence of more than two years' imprisonment should seem to me necessary, I will submit the records after proper investigation to the Commissioner, as is customary in this Commissionership. I will transmit the monthly papers, etc., on the 5th of every succeeding month, and will not conceal any crime. I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah. I will also keep up a vigilant watch on my Amlahs that they may not oppress the ryots. I will not impose or confine any one on account of the prohibited duties. I have no claim on the intestate property, it all belongs to Government, and whatever such property shall come into my hands I will report about it to the Commissioner. If I act contrary to the foregoing stipulations, I shall be held responsible for it, and if it is proved on me I shall submit to the orders

No. CCII.

SANAD given to the CHIEF of UDAIPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION, 1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Udaipur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Sikhar Prosad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

1. You, Raja Chandra Sikhar Prosad Singh Deo, son of Raja Dharamjit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Udaipur State, and you are permitted, as heretofore, to administer generally the territory of the said Udaipur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees eight hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. }
4. }
5. }
6. }
7. }
8. }
9. }
10. }

These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. CLXXXIII).

CALCUTTA;

(Sd.) - MINTO,

The 23rd December 1905.

} Viceroy and Governor-General of India.

Seal.

by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10. The rent-roll of the Zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11. In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12. In the event of dispute as to the remuneration to be paid to the head-man, such remuneration shall be deemed to be ten per cent. on the gross revenue collected in the village.

13. The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14. No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner.

15. In the event of the Police management being defective one or more District Police posts shall be stationed in the Zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16. The revenue from—

(i) Land,	(iv) Pandhari,
(ii) Forests,	(v) Ferries,
(iii) Abkaree,	(vi) Pounds,

shall be enjoyed by the Zemindar.

(i) Teak.	(iv) Dorbeula.
(ii) Sheshum.	(v) Mowah.
(iii) Satin-wood.	(vi) Tendoo.
(vii) Char.	

17. Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18. On unreserved timber, bamboos, grass, and minor forest produce, exported from the Zemindaree, and on the grazing of cattle belonging to persons not resident in the Zemindaree, duty shall be levied at the pleasure of the Zemindar.

19. On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the Zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised; but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20. Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that

Riotts, Muzarries, and all other inhabitants of Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal.

The sum of 2,22,958 Sicca Rupees and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hos-sam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of Christ (answering to the 14th of Zeckaida, of the 1177th year of the Hegira), to the 16th of May of the 1774th year of Christ (answering to the 8th of Rabbi-ul-Awul, of the 1188th year of the Hegira,) being ten years, of which one year is expired, and there are nine to come, they shall appertain as an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift, to the Company; and if (which God forbid) the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, as unconditional jaghirdars, and regularly pay them the revenue of the aforesaid Pergunnahs.

Written the 23rd of June 1765, answering to the 3rd of Mohurrum, of the 1179th year of the Hegira.

(Signed) E. STEPHENSON,

Provisional Sec.

4. FERMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE'S JAGHIRE to the COMPANY.

Whereas, a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.*:—
 “The sum of 2,22,958 Sicca Rupees, and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowlah, Meer Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal (the Paradise of the Earth) the Zemindarry of the English Company, as an unconditional jaghire to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of the Christian style (answering to the 14th of Zeckaida of the 1177th year of the Hegira) to the expiration of ten years, they shall appertain as

APPENDIX.

Figure 1.100



BENGAL.

APPENDIX—Page 175.

THE following are the SANADS for LORD CLIVE'S JAGHEER, referred to in page 175 and the SANADS for the reversion of the JAGHEER to the COMPANY:—

1. SUNNUD for COLONEL CLIVE'S Munsub.

HIS MAJESTY.

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of State, to whom the most secret recesses of the mysteries of government are discovered; master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the champions of the faith; the glory of heroes in the fields of war, and the administrator of the affairs of the immoveable empire; counsellor of enlightened wisdom and exalted dignity: adorned with friendship and honors, endowed with dignity and discretion; pillar of the dominions of Solomon; the distributor of glory; Buxey of the empire; Ameer of Ameers, hero of the empire; tiger of the brave; Ahmud Khan, the brave; tiger of war; the commander-in-chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

And in the time of the Waka Nagarree of the least of the domestics, of the Court of Glory and Majesty Sooklaal.

This was written: The command of (above) was passed, that Colonel Clive, a European, be favored with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire; defender of the country; the brave; firm in war." This was entered the 10th day of Rabbi-ul-Sauni in the 4th year, according to the original Yaddasht.

On the 25th day of Rabbi-ul-Sauni, it was carried before the sacred presence.

It was presented again.

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2. PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAM
 Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER,
 MAHABUT JUNG, to the HONORABLE PRESIDENT and
 COUNCIL of CALCUTTA.

BE it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honored with a Munsub of the rank of six thousand and five thousand horse from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompense thereof, the Pergunnah of Calcutta, etc., belonging to the Chuckla of Hooghly, etc., of the Circar Sautgaum, etc., dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight Sicca Rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their Zemindarry, commencing from the month Poos, in the eleven hundred and sixty-fourth year of the Bengal style. From the half of the season Reebee Sooskaneel in the 1165th year of the Bengal style, is appointed the jaghire of the glory of the nobility aforesaid: It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the Kistbundee, into the treasury of the court and the jaghire, taking a receipt under the seal of the Daroga and Mushruf, and Treasurer; now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the* 1st of Zeckaida, 6th Sun of the Reign.

(The NABOB's Mark.)

Endorsements.

D.

H.

It has passed. N. B. (The ROYROYAN'S signing.)	Copied in the books of the Dewanny, the 1st of the Mohurum, the 6th year of the Reign. N.B.—(Signed by the Dewanny Secretary, Peshkar or Accountant.)	Entered in the book of Huzzoor, the 1st of Mohur- rum, the 6th sun of the Reign. N. B.—(Signed by the Nabob's Moonshee.)
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3. SUNNUD from the NABOB for the reversion in perpetuity of
 LORD CLIVE'S JAGHIRE to the COMPANY.

Be it known to the Counsellors and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems,

* About the 13th of July 1759.

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an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term to revert to the Company as an unconditional jaghire; and if the high and mighty aforesaid should die within the said term, they shall revert to the Company immediately upon his death." And whereas the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund, indispensably requiring obedience, is issued, that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stands confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., regard the high and mighty aforesaid during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Faloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the Province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs for the space of ten years, commencing from the 16th of May of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as an unconditional jaghire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Pergunnahs are to revert immediately to the English Company.

FORT WILLIAM; }
The 30th September 1765. }

(A true copy.)

(Signed) ALEXAN. CAMPBELL, S.C.

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SPECIMEN ENGAGEMENTS with the Zemindars of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFURD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA.

1. Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits.

2. Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by) BAHADOOR KHAN,
Son of SOUDE KHAN.

21st day of Suffer 1230 Fuslee.

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	REMARKS.
		<i>Rs. a. p.</i>	
Gewarda	Soude Khan	30 0 0	
Purrusghur	Govind Shah	30 0 0	
Ambaghur	Nilkunt Shah	25 0 0	
Amric Palabarsa	Nizum Shah	25 0 0	
Dewulgaon Sonsery	Chunder Shah	215 0 0	
Rangee	Anund Row	12 0 0	
Koracha	Sooba Dao	10 0 0	
Kootgaon	Jugga Thakoor	6 0 0	
Damona	Bhudra Thakoor	5 0 0	
Jurra Papra	Gunesh Thakoor	3 0 0	
Mooroomgaon	Kullyan Thakoor	3 0 0	
Seersondee	Sherga Thakoor	2 0 0	
Kodjub	Neeram Shah	3 0 0	
Dood Mala	Maroo Thakoor	3 0 0	
Deoka	Goolab Khan	3 0 0	
Ghot	Rajeshwur Row	25 0 0	
Gilgown	Veeroo Shah	10 0 0	
Paveeh Maulsudah	Ogroo Shah	10 0 0	
	TOTAL	420 0 0	

after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

NO. CLXX.

SUNNUD granted to LAL FUTTEH SING, Zemindar of Khyraghur, dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

The same to
 Rajah Nurhur Deo, of Kakeir.
 Luchmun Dass, Zemindar of Kondka or Choe Kuzan.
 Bahadoor Sing, Zemindar of Kawurda.
 Ghasee Dass, Zemindar of Nandgaon.
 Rajah Gunsham Sing, of Raeghur cum Burghur.
 Rajah Sungram Sing, of Sarunghur.
 Rajah Runjeet Sing, of Suktee.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

NO. CLXXI.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO. of BASTAR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses

or connected with it, they belong for the future to Government, and the following provision is hereby made:—

In lieu of your right to levy a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in lieu of your claim on one-third of the profits arising from the duties levied on pilgrims, cattle, merchandise, etc., etc., etc., at Koreel Ghaut, together with your exclusive right to the whole profit of the Tara Ghaut, Government hereby agrees to give you, for a period of three years, commencing with the year 1230 Fuslee, and ending with the year 1232 Fuslee, an annual sum of Nagpore Rupees 750.

This sum will be paid to you by the Government direct; you have no further right on the pilgrim duties, but on the expiration of three years, should you feel so disposed, you may apply for a new arrangement, which will meet with due consideration.

Such are the arrangements for the Pooja and Jatra rights; by no means interfere in them in any other way than is now written, "taking care that no theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible." Avoid also all violence in every way towards them or to traders, visitors, etc.; all collections from them and pilgrims in progress to the Jatra belong exclusively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeca, Kularu, Moohwa Paunree, etc., etc., hitherto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale; avoid increasing it without authority.

This therefore, as above detailed, is the provision made for you by this Government. Receive and eat; have no concern for the interference of others. In return your duties to Government are as follow:—

You will henceforth pay to Government in quit-rent 25 rupees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees; send them yearly.

You are hereby bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly; if called on you will appear with five or ten (number undefined) attendants ready to do every duty imposed. You are held responsible for the internal tranquillity and good arrangement of your own lands throughout their boundary, settling and keeping under all thieves, rogues, and villains of every description, shewing in no instance the semblance of bad faith to Government, offering no excuse in a ready obedience to its mandates, and are held responsible for any act of criminality or irregularity, whether of your relatives or your ryots; any person throughout your bounds, being guilty of any irregularity of any nature, for his act you are amenable, unless you produce the culprit or trace him to the satisfaction of the Government,

against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

(Sd.) LAL FUTTEH SING,
Zemindar, Khyraghur.

Signed in presence of us this fourth day of January eighteen hundred and sixty-six.

(Sd.) C. BERNARD,
(Sd.) F. FENTON,
Deputy Commissioner.

Similar ikrarnamas were presented by the following Chiefs:—

Gunsham Sing, Rajah of Raighur <i>cum</i> Burghur	} Dated the 4th January 1866.
Tribute Rs. 340.			
Luchmon Dass, Zemindar of Rontka or Choe Kadan	...	...
Tribute Rs. 7,700.			
Singram Sing, Rajah of Sarunghur	} Dated the 11th January 1866.
Tribute Rs. 1,400.			
Ghassee Dass, Zemindar of Nandgaon	...	...
Tribute Rs. 34,700.			
Runjeet Sing, Rajah of Suktee	} Dated the 7th March 1866.
Tribute Rs. 240.			
Nurhur Deo, Rajah of Khakeir	...	...
Tribute <i>Nil</i> .			
Devi Shah, Rajah of Makrai	} Dated the 27th June 1866.
Tribute. The sum to be fixed by the British Government.			
Rachpal Sing, Zemindar of Kawurdah	...	...
Tribute Rs. 7,400.			
Bhyron Deo, Rajah of Bustar	} Dated the 19th December 1870.
Tribute Rs. 3,056.			

No. CLXVIII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of
PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been
settled with me for five years, from 1236* to
* A. D. 1826-27 to 1830-31. 1240 Nagpore year, at an annual jumma of Sicca
Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including
"Mal," "Abwab Muhmoolee," or other customary duties, excepting
unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet"
endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily
execute this agreement, in which I promise that I will, according to the
prescribed instalments and without pleading any excuse on the score of
drought or diluvion, punctually pay in my revenue at Sumbulpore every year.
I will conciliate my ryots, and adopt such measures as shall tend to the
improvement of my estate. I will not harbour offenders against public
justice, such as highwaymen, dacoits, thieves, and such like characters; and
should I detect any such persons within my estate I will promptly
apprehend and bring them to justice. I will duly report to the authorities
all that occurs within my estate.

(Here follows the specification alluded to.)

No. CLXIX.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH
MAHARAJ SAHEE of SUMBULPORE, binding himself to the
right discharge of Police and Judicial duties, dated 22nd Feb-
ruary 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been
vested with authority from the Government to administer justice, and to
conduct Police duties within the limits of my estate, and I have voluntarily
accepted the obligation, I do hereby promise that I will, with all faithfulness
and integrity, discharge the duties entrusted to me. I will conscientiously
and impartially decide all civil causes. I will hear and properly investigate
all suits preferred to me; and I will, to the utmost of my ability, give no
reason to any one for dissatisfaction. If the litigating parties desire
arbitration, I will permit them to have recourse to that mode of settling
their differences, and I will direct the Panchayet to decide with
conscientiousness and impartiality. I will promptly investigate all heinous
offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway
robbery, etc., that may occur. I will apprehend the offenders, and

No. CLXVIII.

SPECIMEN ENGAGEMENT.

KUBOOLYUT executed by MAHARAJAH BHOOPAL DEO of
PATNA, dated 17th February 1827, A.D.

Whereas the whole of Khalsa Patna, which is my zemindary, has been settled with me for five years, from 1236* to 1240 Nagpore year, at an annual jumma of Sicca Rupees 562-8-0, or an aggregate jumma of Rupees 2,812-8-0, including "Mal," "Abwab Muhmoolee," or other customary duties, excepting unclaimed and intestate property, Khyrat, jaghire, "Bishoonpeereet" endowments, I, Maharajah Bhoopal Deo of Patna, do freely and voluntarily execute this agreement, in which I promise that I will, according to the prescribed instalments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumbulpore every year. I will conciliate my ryots, and adopt such measures as shall tend to the improvement of my estate. I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters; and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorities all that occurs within my estate.

(Here follows the specification alluded to.)

No. CLXIX.

TRANSLATION of a KUBOOLYUT executed by MAHARAJAH
MAHARAJ SAHEE of SUMBULPORZ, binding himself to the
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Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me; and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences, and I will direct the Panchayet to decide with conscientiousness and impartiality. I will promptly investigate all heinous offences, such as dacoity, plunder, murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the offenders, and

No. CLXXV.

KUBOOLYUT of RAJAH UMOLE SING, PROPRIETOR of PERGUNNAH KOREA, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated 5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Rajah Umole Sing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 mōuzahs, "Uslee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutchā and pucka," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmotur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dān, and other bazaar dues, it becomes you to conciliate and render contented all resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and, as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbazaaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress without molestation. You must not harbour within your estate thieves, dacoits, thugs, kuzzacks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbour, and that such crimes as dacoity, highway robbery, thuggee, theft, etc., shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British officer to the Pergunnah, the Police duties will be conducted by you. All Police and Foujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report

should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

A similar Sanad was granted to the Chief of Makrai on the same date.

NO. CLXXII.

ACKNOWLEDGMENT OF FEALTY presented by LAL FUTTEH SING, Zemindar of KHYRAGHUR.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces. I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to.

I will respect and maintain all rights within my territories; I will attend to the prosperity of my ryots, to the strict administration of justice, and to the effectual suppression of crime. When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years, I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender.

If any person who has committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given up. Should any persons who have committed offences in British territory, or criminals belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fugitives.

I will pay into the British Treasury an annual tribute of Rupees (34,900) thirty-four thousand nine hundred, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled.

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors.

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine; and when complaints preferred

No. CLXXIII.

To

GHUNSHAM SING, RAJAH of RAIGURH *cum* BURGURH.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will, before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division, or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions; and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

- (1) That you shall pay regularly the tribute of Rs. 400 now fixed for 20 years, *viz.*, from the current year 1867 to the year 1887 A.D., and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter that the Government may think fit.
- (2) That you shall deliver up any offender from British or other Territory who may take refuge in your State; that you will aid British officers who may pursue criminals into your territory; and that in the event of offenders from your State taking refuge in British or other Territory, you will make a representation in the matter to the authorities concerned.
- (3) That you shall do your utmost to suppress crimes of all kinds in your State.
- (4) That you shall administer justice fairly and impartially to all alike.
- (5) That you shall recognize the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed.
- (6) That you shall levy no transit duties on grain, merchandize or any article of commerce passing through your State.
- (7) That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

ARTICLE 4.

The Rajah, his heirs and successors, will not have any connection, or enter into any negotiation, or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his heirs and successors, engage that, should any of the enemies of the State of Nagpur, or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up.

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, *viz.*,—in Jilcand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribute be allowed.

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

This engagement of nine Articles having been concluded and signed and sealed by Major P. Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date.

Done at Ryepore, the 30th of March 1819.

(Sd.) P. VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgurh.

(Sd.) NARRAIN.
" KASIR SING DOW.

(A true translation.)

(Sd.) P. VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgarh.

VIII A.—You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;	}	CURZON OF KEDLESTON;
<i>The 8th March 1899.</i>		<i>Viceroy and Governor-General of India.</i>

Similar sanads were granted on the same date to the Chiefs of Jashpur, Korea, Sarguja, and Udaipur.

NO. CLXXIX.

SANAD given to the CHIEF of CHANG BHAKAR, regarding the STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad,

the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British officer, he will superintend the Police and conduct all cases, Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibilities, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel, the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event the orders of Government are positive; you should therefore be cautious and vigilant in all respects.

N.B.—The Agreement with the Chang Bhakar Zemindar was drawn up in the same terms precisely.

NO. CLXXVI.

KABOOLIAT of the ZEMINDAR of CHANG BHAKHAR--1875.

I, Bhayah Bahadoor Balbhader Sing Deo, Zemindar of Chung Bhakhar, in Chota Nagpore, do hereby execute this kabooliat.

That whereas the estate of Chung Bhakhar has been open to resettlement or revision since the 3rd of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhayah Bahadoor Jung Jeet Sing Deo, on the 3rd of January 1848, has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed for a period of 20 years, from the 12th day of April 1875 to 11th of April 1895, I do hereby promise to obey and bind by the conditions, agreements, and stipulations detailed in the kabooliat executed by my late father, the said Bhayah Bahadoor Jung Jeet Sing, on the 3rd of January 1848.

BHAYAH BAHADOOR BALBHADER SING DEO,

Zemindar of Chung Bhakhar.

Dated 24th July 1875.

settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. You shall, as hitherto, have no right to the produce of gold, silver, coal, or diamond mines, or to any minerals whatsoever underground within your State, all these being the property of the British Government.

10. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

11. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.



No. CLXXX.

KUBOOLYUT of RAJAH RAM SING, ZEMINDAR of JUSHPORE,
dated 8th June 1819, A.D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgoojah, has been made

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875, to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jushpore.

Dated 9th May 1875.

No. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

Bhakar State, and you are permitted, as heretofore, to generally administer the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III.—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you,

Whereas the pergunnah of Jushpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875 to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jushpore.

Dated 9th May 1875.

No. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Bhaya Mahabir Singh Deo, son of Lal Ram Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the *Chang Bhakar* State, and you are permitted, as heretofore, to administer generally the territory of the said *Chang Bhakar* State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or *poshkhash* of rupees three hundred and eighty-seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay *nazarana* to the British Government on succession in accordance with the general rules on that subject for the time being in force.

or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

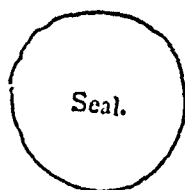
(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.

}



No. CLXXXIV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees the strip of land comprising 311 acres, 3 roods and 1 pole permanently and 823 acres, 1 rood and 5 poles temporarily situate in my territories and bounded as under :—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the land hereinafter mentioned free from all present and future demand on account of revenue or rent.

with me by the British Government, on the payment to the Government of an annual tribute of Rupees 1,000 local currency,* I, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord, promise in presence of Captain Sinnock, Superintendent of the affairs of Sirgoojah, that I will not plead any excuse on the score of calamity, or other cause for non-payment; but according to the Kistbundee given below, I will, year by year, and instalment by instalment, pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Rishoon Koonwaree, Zemindar of Sirgoojah, through Lall Hurnath Sing, Tahsildar of the Ranee.

(Here comes specification of instalments.)

No. CLXXXI.

SUNNUD given to the CHIEF of JUSHPORE on renewal of the former settlement.

Whereas the estate of Jushpore, and its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh on the 8th day of June 1819 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Pertab Narain Singh Deo Bahadoor, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Jushpore, and its dependency Khuria, is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late father, the said Rajah Ram Singh, on the 8th June 1819 aforesaid.

Sunnud issued on the 5th August 1875.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CLXXXII.

KABOOLIAT of the ZAMINDAR of JUSHPORE—1875.

I, Rajah Partap Narain Singh Deo Bahadoor, Zemindar of pergunnah Jushpore, in Chota Nagpore, do hereby execute this kabooliat.

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay pazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty through the Feudatory Chief of Sirguja, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay pazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces.

8. You shall consult the Political Agent, Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of mining, forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse

far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres, 2 roods and 1 pole, that is, 85 acres, 1 rood and 21 poles acquired previously and 499 acres, and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhattisgarh State Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinfore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. The lands are bounded as per map of the Public Works Department hereto attached, and I, the said Feudatory Chief, do further declare that this deed is in supersession of the deed executed by me on 2nd July 1883, and it includes the lands specified in the above-mentioned deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hundred and ninety-one.

Signed, sealed, and delivered.

(Sd.) RAJA BALRAM DASS,
Feudatory Chief of Raj Nandgaon.

(Sd.) RAM KRISHNA RAO,
Dewan of Raj Nandgaon.

12th January 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

16th January 1891.

No. CXCI.

DEED executed by the SAKTI STATE for CESSION of LAND, with
the JURISDICTION thereon, for RAILWAY
PURPOSES,—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of

2. I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed and delivered.

(Sd.) LAL SHRI UMRAO SINGH SAHIB RAIS,

Feudatory Chief of Khairagarh,

Raipur District.

Witnesses.

(Sd.) GHASI BABU OF KHAIRAGARH.

(„) NIZAM SAO TAMERA OF KHAIRAGARH.

No. CLXXXV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 8 acres, 1 rood and 2 poles, situate in his territories and bounded as under, *i.e.*, on the east and south by the land already ceded to the railway and on the west and on the north by the Mouza of Dongargarh, the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Feudatory Chief further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In witness whereof, the said Feudatory

Empress of India, her heirs, representatives and assignees. In witness whereof the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd.) D. O. MEIKLIJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

(Sd.) DINANATH BANERJI,
*Head Clerk,
Deputy Commr.'s Office,
Bilaspur.*

(Sd.) K. UMAJI RAO,
*Zemindary Accountant,
Deputy Commr.'s Office.*

Countersigned.

(Sd.) M. M. BOWIE,
*Offg. Commr., Chhattisgarh Division,
Central Provinces.*

The 8th November 1890.

A similar deed was executed by the Chief of Raigarh.

No. CXCIH.

TRANSLATION of a SUNNUD given to OOMR SINGH, RAJAH of SURGOOJAH.

To the Ryots, Cultivators, all the Zemindars, and inhabitants of every description of Surgoojah, know you, agreeably to the orders of the Governor-General, that Lall Oomr Sing, the son of late Lall Juggernath Sing, has been raised to the Guddie of Surgoojah, to be succeeded by his offspring. It is proper that you all consider him your firmly established Rajah, and not disregard his orders in the slightest degree. It behoves the Rajah, who has been raised to the Guddie, to use his utmost endeavours to improve the Country and Revenues, and conciliate his Ryots and Zemindars, and obey all orders of the Government servants.

Dated 15th June 1820, corresponding with the 20th of the second Jeyt 1227 Fussilly.

witness whereof I set my hand and seal, this twenty-seventh day of September, one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness.

(Sd.) J. P. GOODRIDGE,
Political Agent.

RAIPUR; }
The 13th October 1890. }

(Sd.) M. M. BOWIE,
Offg. Commissioner, Raipur,
Chhattisgarh Division.

No. CLXXXVII.

KUBOOLYUT of RAJAH GUREEB SING of KOREA, dated 24th
December 1819.

Whereas a settlement of Pergunnah Korea, which is my estate, has been concluded with me by Captain Sinnock, Superintendent of the Affairs of Sirgoojah, at an annual jumma of Rupees 400, "Hursunna" for 1227 F., I freely and of my own accord engage to pay annually the above sum as Malgoozaree to the British Government, kist by kist, according to the subjoined Kistbundee. I will plead no excuse for non-payment.

(Specification of kists here given.)

No. CLXXXVIII.

KABOOLIAAT of the ZEMINDAR of KOREA,—1876.

I, Rajah Pran Singh Deo, Zemindar of Korea, in Chota Nagpore.

Whereas the estate of Korea has been open to resettlement or revision since the 3rd day of the month of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision, the settlement made with Rajah Amole Singh, on the 3rd of January 1848, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which the former Chiefs, and subsequently the managers under the Court of Wards, have performed their duties, has

That whereas the estate of Sirgoojah has been open to resettlement and revision since the 24th of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ameer Sing Deo Bahadoor, on 24th of February 1825, has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged the duties as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjeet Sing Deo Bahadoor, has been pleased to direct the present settlement to be renewed for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and stipulate that I will obey and carry out the conditions and agreements detailed in the Patta given to the said Rajah Ameer Sing Deo on 24th February 1825.

RAJAH BINDESHURI PERSHAD SINGH DEO BAHADOOR, C.S.I.,

The 9th May 1875.

Manager of Sirgoojah.

No. CXCVII.

SUNNUD given to the MANAGER of SIRGOOJAH—1876.

Whereas the estate of Sirgoojah has been open to resettlement or revision since the 24th day of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Amer Sing on the 24th day of February 1825 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the duties of the said estate have been discharged by Rajah Bindessuri Persad Sing Deo Bahadoor, C.S.I., as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjit Sing Deo Bahadoor, has been pleased to direct that the present settlement be renewed for a period of twenty years; it is now notified and declared to all concerned, that the existing settlement of the said estate of Sirgoojah is hereby renewed for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the pottah given to the said Rajah Amer Sing on the 24th day of February 1825.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

thereto ; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Seo Mangal Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you :—

1. You, Raja Seo Mangal Singh Deo, son of Raja Pran Singh Deo, are hereby formally recognised as the Feudatory Chief of the Korea State, and you are permitted, as heretofore, to administer generally the territory of the said Korea State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations ; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. }
4. }
5. }
6. } These clauses are identical with the corresponding ones in the
7. } sanad granted to Chang Bhakar (see No. CLXXIX).
8. }
9. }
10. }
11. }

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

Seal.

No. CXCI.

DEED executed by the CHIEF of NANDGAON for cession of LAND,
with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1891.

I, the Mahant Balram Dass, the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, a

No. CXCIX.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, BAHADOOR, of OUDEYPORE, by the COMMISSIONER of CHOTA NAGPORE, dated 12th December 1860.

Whereas, in lieu of the loyal services rendered by you, the Pergunnah of Oudeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupees 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oudeypore, as a pension, and whereas the sum of one rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury annually by three instalments the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 rupees on account of the pension of Ranee Bunkoonwaree during her life, and for the present a sum of one rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support, you will, without objection, pay into the Government Treasury and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

(Sd.) E. T. DALTON,

Commissioner of Chota Nagpore.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR of OUDEYPORE, dated 12th December 1860, corresponding with the 15th Aghun 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favour of the Government the Pergunnah of Oudeypore, with the title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 rupees are paid out of the collections of the said Pergunnah as a pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oudeypore; and whereas an allowance of one rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No. 1866-P., dated the 25th June 1875, in the Foreign Department, doth in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres, 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below :—

District.	Pergunnah or Tahsil.	Mouzah.	Permanent, class A.	REMARKS.
			R. A. P.	
		Jetha . .	36 2 28	
		Soti . .	90 3 10	
		Bellodi . .	4 1 37	
		Tewar . .	28 1 14	
Bilaspur . .	Seorinarain . .	Harda . .	5 0 27	
		Karibunda . .	38 0 16	
		Ditto . .	0 2 29	} In Raigarh District, Railway limits.
		Arjuni . .	5 3 16	
		Sarjuni . .	7 0 24	
		TOTAL ...	217 1 1	

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by the above-mentioned Ranjit Singh, Feudatory Chief of Sakti, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent.

2. The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh Raj Gond, Chief of the Feudatory State of Sakti, further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the

passed for me. Wherefore I do write these few lines in the shape of an Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO, *Bahadoor,*
Rajah of Oodeypore.

No. CC.

KABOOLIAT of the ZEMINDAR of OODEYPORE—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Zemindar of Oodeypore, in Chota Nagpore, do hereby execute this kabooliat.

That whereas my estate Oodeypore is now open to resettlement or revision; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed with me for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and bind myself by the conditions, agreements and stipulations detailed in the sunnud granted to me and in the kabooliat and the police agreement executed by me on the 12th December 1860.

RAJAH BINDESHURI PERSHAD SING DEO BAHADOOR, C.S.I.

The 9th May 1875.

No. CCI.

SUNNUD given to the CHIEF of UDAYPORE on RENEWAL of the
FORMER SETTLEMENT.

Whereas your estate Udaypore is now open to resettlement or revision, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you have all along discharged your duties, has been pleased to direct that the present settlement be renewed with you for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Udaypore is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the sunnud given to you, and in the kabulyat and the police agreement executed by you on the 12th December 1860.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No. CXCIV.

KUBOOLYUT of RAJAH UMMER SING, ZEMINDAR of
SIRGOOJAH, dated 15th June 1820.

Whereas by the explicit orders of His Excellency the Governor-General in Council, I, Rajah Ummer Sing, have been elevated to the "Guddee" of the Raj of Sirgoojah, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever.

No. CXCV.

POTTAH given to RAJAH UMMER SING of SIRGOOJAH, dated
24th February 1825.

Whereas under sanction of the Government the whole pergunnah of Sirgoojah, with the khalsa lands and tuppahs, have been settled with Rajah Ummer Sing for five years, from 1232 to 1236 F. at an annual jumma of Sicca Rupees 3,001, including "Mal," "Sayer," "Abwab Muhmoolee," or customary dues, "Julkur and Bunkur," "Tar and Muhoowa," gardens, excepting Lakheraj lands intestate and unclaimed property, and such cesses as have been prohibited by Government, the said Rajah has agreed to pay, in the stipulated jumma without pleading bad seasons or other calamity; it becomes the said Rajah to take measures for the improvement of his estate to conciliate his Zemindars, Jaghiredars, Ryots, and all residing on his estate, and to pay his revenue (Malgoozaree) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or diluvion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah.

(Here comes specification of instalments.)

No. CXCVI.

KABOOLIAT of the MANAGER of SIRGOOJAH—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Manager of the Court of Wards of Sirgoojah, the property of Maharajah Inderjeet Sing Deo Bahadoor, in Chota Nagpore, do hereby execute this kabooliat.

No. CXCVIII.

SANAD given to the CHIEF of SIRGUJA, regarding HIS STATUS and POSITION, on the TRANSFER of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Sirguja in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Raghunath Saran Singh Deo Bahadur, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

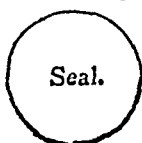
1. You, Maharaja Raghunath Saran Singh Deo Bahadur, son of Maharaja Indrajit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Sirguja State, and you are permitted, as heretofore, to administer generally the territory of the said Sirguja State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees two thousand and five hundred, exclusive of the tribute payable through you by the Feudatory Chief of Jashpur, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3.	} These clauses are identical with the corresponding ones in the sanad granted to Jashpur (see No. CLXXXIII).
4.	
5.	
6.	
7.	
8.	
9.	
10.	

CALCUTTA;
The 23rd December 1905. }

(Sd.) MINTO,
Viceroy and Governor-General of India.



stringent and bounden duty on me to discharge myself all these items. I do therefore promise and place on record that I will pay per annum the sum of Rupees 533-5-4 by three instalments on account of the tribute, and 500 rupees as a stipendiary grant to Ranees Bunkoonwaree during her natural life; and will further pay for the present one rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families, and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs, etc., and evince always my unflinching zeal and loyalty to the British Government, and be ready to render all services required of me by the British Government. Wherefore I do write these few lines by way of Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO,

Rajah of Oudeypore.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, regarding the POLICE ADMINISTRATION, dated 12th December 1860, corresponding with the 15th Aghun 1268 F. S.

Whereas the Police duties of Pergunnah Oudeypore have been consigned to me by the Government, and I have of my own free will and accord taken them upon myself, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honourably; and whatever suits may be instituted for debts, etc., I will decide impartially and honestly, and will listen to all pleas that may be given. If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without partiality. In the heinous criminal cases, *viz.*, dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, etc., which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case. I will send reports of all such cases to the Commissioner. In cases where sentence of more than two years' imprisonment should seem to me necessary, I will submit the records after proper investigation to the Commissioner, as is customary in this Commissionership. I will transmit the monthly papers, etc., on the 5th of every succeeding month, and will not conceal any crime. I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah. I will also keep up a vigilant watch on my Amlahs that they may not oppress the ryots. I will not impose or confine any one on account of the prohibited duties. I have no claim on the intestate property, it all belongs to Government, and whatever such property shall come into my hands I will report about it to the Commissioner. If I act contrary to the foregoing stipulations, I shall be held responsible for it, and if it is proved on me I shall submit to the orders

No. CCII.

SANAD given to the CHIEF of UDAIPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION, 1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Udaipur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Sikhar Prosad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

1. You, Raja Chandra Sikhar Prosad Singh Deo, son of Raja Dharamjit Singh Deo, are hereby formally recognised as the Feudatory Chief of the Udaipur State, and you are permitted, as heretofore, to administer generally the territory of the said Udaipur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

2. You shall, during the next fourteen years, pay a tribute or peshkash of rupees eight hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3. }
4. }
5. }
6. }
7. }
8. }
9. }
10. }

These clauses are identical with the corresponding ones in the sanad granted to Jashpur (*see* No. CLXXXIII).

CALCUTTA;

(Sd.) - MINTO,

The 23rd December 1905.

} Viceroy and Governor-General of India.

Seal.

by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10. The rent-roll of the Zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11. In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12. In the event of dispute as to the remuneration to be paid to the head-man, such remuneration shall be deemed to be ten per cent. on the gross revenue collected in the village.

13. The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14. No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sanction of the Deputy Commissioner.

15. In the event of the Police management being defective one or more District Police posts shall be stationed in the Zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16. The revenue from—

(i) Land,	(iv) Pandhari,
(ii) Forests,	(v) Ferries,
(iii) Abkaree,	(vi) Pounds,

shall be enjoyed by the Zemindar.

(i) Teak.	(iv) Dorbeula.
(ii) Sheshum.	(v) Mowah.
(iii) Satin-wood.	(vi) Tendoo.
(vii) Char.	

17. Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18. On unreserved timber, bamboos, grass, and minor forest produce, exported from the Zemindaree, and on the grazing of cattle belonging to persons not resident in the Zemindaree, duty shall be levied at the pleasure of the Zemindar.

19. On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the Zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised; but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20. Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that

Riotts, Muzarries, and all other inhabitants of Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal.

The sum of 2,22,958 Sicca Rupees and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hos-sam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Province, has been appointed from the aforesaid Pergunnahs, belonging to the Chuckla of Hooghly, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed, as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of Christ (answering to the 14th of Zeckaida, of the 1177th year of the Hegira), to the 16th of May of the 1774th year of Christ (answering to the 8th of Rabbi-ul-Awul, of the 1188th year of the Hegira,) being ten years, of which one year is expired, and there are nine to come, they shall appertain as an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term they shall revert, as an unconditional jaghire and perpetual gift, to the Company; and if (which God forbid) the high and mighty aforesaid shall die within this term, they shall revert to the Company immediately upon his death. It is requisite that ye should regard the high and mighty aforesaid, during the afore-mentioned term, and after him the Company aforesaid, as unconditional jaghirdars, and regularly pay them the revenue of the aforesaid Pergunnahs.

Written the 23rd of June 1765, answering to the 3rd of Mohurrum, of the 1179th year of the Hegira.

(Signed) E. STEPHENSON,

Provisional Sec.

4. FERMAUND from the KING SHAH AALUM, confirming the reversion in perpetuity of LORD CLIVE'S JAGHIRE to the COMPANY.

Whereas, a Sunnud has been presented to us, under the seal of the Nabob Nudjum ul Dowla Behauder, to the following purport, *viz.*:—
 “The sum of 2,22,958 Sicca Rupees, and odd, agreeably to the Dewanny Sunnud, and the Sunnud of the high and mighty Shujah ul Mulck, Hossam ô Dowlah, Meer Mahomed Jaffier Khan Behauder, has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., in the Province of Bengal (the Paradise of the Earth) the Zemindarry of the English Company, as an unconditional jaghire to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder: Now likewise the said Pergunnahs are confirmed as an unconditional jaghire to the high and mighty aforesaid, from the 16th of May of the 1764th year of the Christian style (answering to the 14th of Zeckaida of the 1177th year of the Hegira) to the expiration of ten years, they shall appertain as

APPENDIX.

Figure 10.10



BENGAL.

APPENDIX—Page 175.

THE following are the SANADS for LORD CLIVE'S JAGHEER, referred to in page 175 and the SANADS for the reversion of the JAGHEER to the COMPANY:—

1. SUNNUD for COLONEL CLIVE'S Munsub.

HIS MAJESTY.

On Saturday, the 12th of Rabbi-ul-Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, in the Ressalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdoms is known; the bearer of the lance of fortitude and respect; the embroiderer of the carpet of magnificence and greatness; the support of the empire and its dependencies, to whom it is entrusted to govern and aggrandize the empire; the conductor of victory in the battles fought for the dominion of the world; the distributor of life in the councils of State, to whom the most secret recesses of the mysteries of government are discovered; master of the arts of penetration and circumspection; the brightness of the mirror of truth and fidelity; the light of the torch of sincerity and integrity; who is admitted to, and contributes to the determinations of the royal councils; a participator of the secrets of the penetralia of friendship; who presides equally over the sword and the pen; moderator of the affairs of the earth; chief of the Khans of the most exalted rank; the pillar of the Ameer of enlightened wisdom and exalted dignity; adorned with friendship and honors, endowed with dignity and discretion; councillor of the dominions of Solomon; the distributor of glory; Buxey of the pillar of the empire, hero of the empire; tiger of the fields of war, pillar of the dominions of Solomon; the distributor of glory; Buxey of the empire; Ameer of Ameers, the brave; tiger of war; the commander-in-chief of the forces, glorious by victory; the tiger of Hind, mighty in battle.

And in the time of the Waka Nagarree of the least of the domestics, of the Court of Glory and Majesty Sooklaal.

This was written: The command of (above) was passed, that Colonel Clive, a European, be favored with a Munsub of the rank of 6,000, and 5,000 horse, and the title of "Flower of the empire; defender of the country; the brave; firm in war." This was entered the 10th day of Rabbi-ul-Sauni in the 4th year, according to the original Yaddasht.

On the 25th day of Rabbi-ul-Sauni, it was carried before the sacred presence.

It was presented again.

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2. PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAM
 Ô DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER,
 MAHABUT JUNG, to the HONORABLE PRESIDENT and
 COUNCIL of CALCUTTA.

BE it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdut ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honored with a Munsub of the rank of six thousand and five thousand horse from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories; in recompense thereof, the Pergunnah of Calcutta, etc., belonging to the Chuckla of Hooghly, etc., of the Circar Sautgaum, etc., dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty-two thousand nine hundred and fifty-eight Sicca Rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their Zemindarry, commencing from the month Poos, in the eleven hundred and sixty-fourth year of the Bengal style. From the half of the season Reebee Sooskaneel in the 1165th year of the Bengal style, is appointed the jaghire of the glory of the nobility aforesaid: It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the Kistbundee, into the treasury of the court and the jaghire, taking a receipt under the seal of the Daroga and Mushruf, and Treasurer; now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments, and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the* 1st of Zeckaida, 6th Sun of the Reign.

(The NABOB's Mark.)

Endorsements.

D.

H.

It has passed.	Copied in the books	Entered in the book of
<i>N. B.</i>	of the Dewanny, the 1st	Huzzoor, the 1st of Mohur-
(The ROYROYAN'S	of the Mohurum, the	rum, the 6th sun of the
signing.)	6th year of the Reign.	Reign.
	<i>N.B.</i> —(Signed by	<i>N. B.</i> —(Signed by the
	the Dewanny Secretary,	Nabob's Moonshee.)
	Peshkar or Accountant.)	

3. SUNNUD from the NABOB for the reversion in perpetuity of
 LORD CLIVE'S JAGHIRE to the COMPANY.

Be it known to the Counsellors and Chiefs of the English Company, the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems,

* About the 13th of July 1759.

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an unconditional jaghire to the high and mighty aforesaid; and after the expiration of this term to revert to the Company as an unconditional jaghire; and if the high and mighty aforesaid should die within the said term, they shall revert to the Company immediately upon his death.' And whereas the said Sunnud has met with our approbation at this happy time, therefore our royal Firmaund, indispensably requiring obedience, is issued, that, in consideration of the fidelity of the English Company, and the high and mighty aforesaid, the said jaghire stands confirmed agreeably to the aforesaid Sunnud. It is requisite that the present and future Muttaseddees, the Chowdrahs, Canongoos, Muccuddems, Riotts, Muzarries, and all other inhabitants of the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., regard the high and mighty aforesaid during the before-mentioned term, and after him the Company, aforesaid, as unconditional jaghirdars, and regularly pay them the revenues of the said Pergunnahs.

Written the 24th of Sophar, in the 6th year of the Faloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that whereas the sum of 2,22,958 Sicca Rupees and odd has been appointed from the Pergunnahs of Calcutta, etc., in the Circar of Sautgaum, etc., the Zemindarry of the English Company, as an unconditional jaghire, to the high and mighty Zubdut ul Mulck, Nasseer ul Dowla, Lord Clive, Behauder, agreeably to the Dewanny Sunnud, and the Sunnud of the Nazim of the Province; in consideration therefore of the attachment of the high and mighty aforesaid, we have been graciously pleased to confirm to him the said Pergunnahs for the space of ten years, commencing from the 16th of May of the 1764th year of the Christian style, or 14th of Zeckaida, of the 1177th year of the Hegira; and in consideration of the attachment of the English Company, we have granted the said Pergunnahs to them, after the expiration of the aforesaid term as an unconditional jahgire and perpetual gift; and if the high and mighty aforesaid should die within this term, the said Pergunnahs are to revert immediately to the English Company.

FORT WILLIAM; }
The 30th September 1765. }

(A true copy.)

(Signed) ALEXAN. CAMPBELL, S.C.

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